San Ysidro School District
Governing Board

AGENDA

Thursday
March 11, 2021
5:00 p.m.
Via Zoom Teleconference

Pursuant to Governor Newsom's Executive Order N-29-20, this Regular 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 Thursday, March 11, 2021 at 3:00 p.m. Public wanting to address the Governing Board telephonically may submit the Public Comment Request Form: https://forms.gle/w8ssm5t1HsugYryx7 on or before Thursday, March 11, 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 (414) 909-3640 and enter the access code 897 832 423#. 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
4350 Otay Mesa Road San Ysidro, CA 92173
Phone Number: (619) 428-4476 Fax Number: (619) 428-1505

REGULAR MEETING OF THE GOVERNING BOARD
THURSDAY, FEBRUARY 11, 2021
5:00 p.m.
Via Zoom Teleconference

Pursuant to Governor Newsom's Executive Order N-29-20, this Regular Meeting of the San Ysidro School District Board was held by teleconference. Trustees of San Ysidro School District Board and the public participated 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 was submitted by email to publiccomment@sysdschools.org on or before Thursday, February 11, 2021 at 3:00 p.m. Public wanting to address the Governing Board telephonically may submit the Public Comment Request Form: https://forms.gle/LrMLLG94iqibYDja8 on or before Thursday, February 11, 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(402) 961-1241 and enter the access code 162 258 988#. Closed Session was held at 5:00 p.m. to 6:00 p.m., and reconvened into Open Session at 6:00 p.m. Closed Session was conducted in accordance with applicable sections of California Law.

MINUTES

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

President Martinez announced that this Governing Board meeting is conducted pursuant to Governor Newsom's Executive Order N-29-20.

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

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

All votes during this meeting were completed by roll call.

3. AGENDA

The Board approved the agenda with the following corrections:

1) Tabled General Administration Item 12.5.

Board Vice-President Rudy Lopez commented on General Administration Item 12.5.:
1) There are concerns regarding the possible increase of reserves, especially during the pandemic. Having a reserve is sound fiscal policy. We have a state mandated reserve of three percent and are trying to get to a seven percent goal. It is not a mandate that every year we will set aside seven percent. However, it is important to set a goal and be fiscally sound.

Motion: Pallasigue Second: I. Lopez Vote: 4 Ayes - 1 Noe (R. Lopez)

4. PUBLIC COMMENT/COMMUNICATIONS ON CLOSED SESSION ITEMS

Persons who wish to comment on topics included on the Closed Session Agenda item were invited to submit comments via email to the following email address publiccomment@sysdschools.org on or before Thursday, February 11, 2021 at 3:00 pm. Public wanting to address the Governing Board telephonically may submit the Public Comment Request Form: https://forms.gle/LrMLLG94iqibYDja8 on or before Thursday, February 11, 2021 at 3:00 p.m. Please limit comments to 300 words or less. All comments submitted will be read aloud during the meeting. Please note, all email correspondence relating to this meeting will become part of the Board minutes.

There were no public comments.

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

5. GOVERNING BOARD – RECESSED to CLOSED SESSION at 5:10 p.m. in accordance with section 54954.5 regarding:

5.1 CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION (Potter)
Pursuant to Government Code Section 54956.9(d)(1)
Name of Case: JL and RL v. San Ysidro School District; Case Number: 37-2020-8236-cu-po-ctl

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

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

RECONVENED into OPEN SESSION at 6:05 p.m. to take action on items discussed in closed session, or to make disclosures of action taken in closed session, if any, as required by Government Code section 54957.7 and section 54957.1.

The Board had nothing to report from Closed Session.

6. CALL TO ORDER Who: President Martinez Time: 6:05 p.m.

President Martinez announced that this Governing Board meeting is conducted pursuant to Governor Newsom's Executive Order N-29-20.

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

8. FLAG SALUTE by Antonio Martinez, Board President

9. PUBLIC COMMENT/COMMUNICATIONS ON OPEN SESSION ITEMS

Persons who want to comment on topics not included on the agenda or comment on agendized topics were invited to submit comments via email to the following email address publiccomment@sysdschools.org on or before Thursday, February 11, 2021 at 3:00 pm. Please limit comments to 300 words or less. Public wanting to address the Governing Board telephonically may submit the Public Comment Request Form: https://forms.gle/LrMLLG94iqibYDja8 on or before Thursday, February 11, 2021 at 3:00 p.m. All comments submitted were read aloud during the meeting. Please note, all email correspondence relating to this meeting will become part of the Board minutes. If your comment is related to a specific Agenda item, please identify the Agenda item in the subject of your email.

Public comments are attached.

10. ITEMS FROM THE BOARD & SUPERINTENDENT

Board Member Irene Lopez, Commented: 1) Participated in school visits. Commended administrators and staff at the schools sites for working hard and making a good impact during this difficult time. 2) The Board will continue to work together and listen. 3) She is hopeful that we will have vaccines soon. 4) Thanked those that are behind the scenes helping and supporting and the Business Department for all the work they do. 5) Hopes everyone enjoys the long weekend with their families and wished everyone a "Happy Valentine's Day!"

Board Member Gurmilan, Commented: 1) Thanked everyone for the difficult job they are performing. 2) He is encouraged by the COVID numbers that are going down. Continue face covering and social distancing. 3) He is hopeful that we will soon have one location for vaccines for educators and staff. 4) Thanked students, parents and staff. He appreciates everyone.

Board Clerk Pallasigue, Commented: 1) She is grateful for the continued collaboration. Putting students first is what matters. 2) Some students are struggling and others are flourishing. Would like to be sure that all holistic aspects for student wellness are considered. 3) Data will drive her decision making. 4) Thanked everyone for their continued work ethic.

Board Vice-President Rudy Lopez, Commented: 1) Thanked everyone for continuing to bear with the Board. 2) Participated in school site visits. It's encouraging to see how schools are doing different things to keep the students engaged. 3) Encouraged the community to get vaccinated. There are two local vaccination sites; Southwestern College and Mar Vista High School. Help keep the community safe.

President Martinez, Commented: 1) Attended food distributions at Willow and La Mirada Schools. All people working and organizing these events are heroes. 2) Attended Sunset School's Parent Workshop and thanked Rodrigo Amezquita for inviting him. He is very impressed with the great work that schools are doing. 3) Urged all school staff to get vaccinated throughout the county. He read that schools that are open should get vaccines first. Feels this is discriminatory. His thoughts are school districts in the zip codes that are hardest hit by COVID should be the first to get vaccinated. This is important for our school district to open and for our kids to get back to the classroom. 4) Thanked Dr. Potter for all the work that she's been doing. 5) Announced that Murphy's Produce with Purpose is organizing a food distribution this Saturday at Southwest High School at 9 a.m.

Superintendent Potter, Commented: 1) The school visits and student data reviews have been wonderful. Thanked the Board for joining. 2) Staff is working hard during this difficult time. She is thankful and proud. 3) Thanked families for their support. 4) The County of San Diego opened the first COVID Vaccination Pod at Southwestern College in San Ysidro. 5) Surveys regarding which instructional programs to implement to finish the school year will be sent to families, students and staff. 6) Wished everyone a wonderful Presidents' Day and Valentine's Day weekend!

11. CONFERENCE SESSION

Reports/Presentations

11.1 2021-22 Estimated Revised Budget Reduction Plan - Chief Business Official, Marilyn Adrianzen

12. GENERAL ADMINISTRATION

12.1 MINUTES

The Board approved the minutes of the Regular Board Meeting of January 11, 2021 and minutes of the Special Board Meetings of January 26, 2021 and January 27, 2021.

Motion: Pallasigue Second: Gurmilan Vote: 5-0

12.2 FIRST READING AND ADOPTION OF NEW BOARD POLICIES, ADMINISTRATIVE REGULATIONS AND EXHIBIT – 0000 SERIES (Farkas)

The Board approved the first reading and adoption of new Board Policies, Administrative Regulations and Exhibit – 0000 series.

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

12.3 2021 CSBA DELEGATE ASSEMBLY ELECTION (Potter)

The Board elected the following representatives to the 2021 CSBA Delegate Assembly (7 vacancies): Kate Bishop (Chula Vista ESD), Leslie Bunker (Chula Vista ESD)*, Andrew Hayes (Lakeside Union SD)*, Dawn Perfect (Ramon USD)*, Barbara Ryan (Santee SD)*, Lucy Ugarte (Chula Vista ESD) and Maria Betancourt Castañeda (National SD).

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

12.4 REVISED RESOLUTION NO. 20/21-0025 TO IDENTIFY THE AMOUNT OF BUDGET REDUCTIONS NEEDED IN 2021-22 (Adrianzen)

The Board approved Resolution No. 20/21-0025 to identify the revised amount of budget reductions from $4.7 million - $5.2 million to $1 million - $2 million. The revised estimated 2021-22 budget reductions are based on current county and state budget assumptions as required by the San Diego County Office of Education and in accordance with California Education Code.

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

12.5 FIRST READING AND ADOPTION OF REVISED BOARD POLICY 3100 – BUDGET (Adrianzen) - **TABLED**

Approve the first reading and adoption of revised Board Policy 3100 - Budget in the Business and Non Instructional Services section. Additional language has been added to Board Policy 3100: To ensure economic solvency, adequate funds for education purposes and cash flow, the Board authorizes increasing the reserves for economic uncertainties in the unrestricted general fund from the minimum required 3% up to 7% in any given fiscal year when financially feasible in order to cover one month of district operating expenses.

Motion: _____ Second: _____ Vote: _____

13. CONSENT CALENDAR

The Board approved the Consent Calendar.

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

13A. PERSONNEL - CLASSIFIED

13A.1 RESIGNATION (Gonzales)
The Board approved/ratified the resignations for the following as recommended by staff:
13A.1a Child Nutrition Specialist
13A.1b Instructional Aides

13B. PERSONNEL – CERTIFICATED

13B.1 EMPLOYMENT (Gonzales)
The Board approved/ratified the employment for the following as recommended by staff:
13B.1a Temporary Intervention Support Teacher (3.25 hrs)

13C. CURRICULUM & INSTRUCTION

13C.1 COMPREHENSIVE SCHOOL SITE SAFETY PLANS (Farkas)
The Board approved the Comprehensive School Site Safety Plans for all schools for the 2020-21 school year.

13C.2 PURCHASE OF FRECKLE MATH STUDENT SUBSCRIPTION FROM RENAISSANCE LEARNING, INC. FOR SMYTHE ELEMENTARY (Little/Gonzalez)
The Board approved/ratified the purchase of the Freckle Math Student subscription from Renaissance Learning, Inc. for Smythe Elementary at the total cost of $5,940.00 from the Title I fund.

13C.3 REVISED TITLE I, PART A PARENT AND FAMILY ENGAGEMENT POLICY FOR SAN YSIDRO MIDDLE SCHOOL THE 2020-2021 SCHOOL YEAR (Rodriguez/Gonzalez)
The Board approved the revised Title I, Part A Parent and Family Engagement Policy for the 2020-2021 school year for San Ysidro Middle School.

13C.4 TRAINING PACKAGE FROM CURRICULUM ASSOCIATES FOR THE I-READY LEARNING PROGRAM (Burciaga/Gonzalez)
The Board approved the purchase of the training Package from Curriculum Associates for the i-Ready Learning Program at a total cost of $500.00 from the Title I Fund.

13C.5 PROFESSIONAL DEVELOPMENTS (Gonzalez)
The Board approved/ratified the attendance and participation of District staff to the different professional developments as attached.

13D. BUSINESS

13D.1 PURCHASING REPORT (Adrianzen)
The Board approved/ratified the following purchase orders incurred by the District during the period January 12, 2021 through February 2, 2021.

13D.2 EXPENDITURE REPORT (Adrianzen)
The Board approved/ratified the expenditures incurred by the District during the period of January 13, 2021 through February 2, 2021 for a total expenditure of $513,615.21.

13D.3 ACCEPTANCE OF DONATIONS (Adrianzen)
The Board accepted donations with an estimated value of $9,400.00 to help support and enrich our educational programs.

13D.4 LICENSE AGREEMENT WITH IMAGINE LEARNING (Gonzalez/Little)
The Board approved the agreement with Imagine Learning for a software license to provide math experience to students of Smythe Elementary School during 2020-21 at a cost of $15,000.00 from the Title I fund.

13D.5 DISPOSAL OF RECORDS BEYOND LEGAL RETENTION PERIOD (Gonzalez/Reed)
The Board approved the destruction of documents related to the Preschool & Child Development Programs that have been retained beyond the legal retention period as listed above and dated from 2011 to 2015.

13D.6 AGREEMENT WITH MAXIM STAFFING SERVICES, INC. - REVISED (Gonzalez/Madera)
The Board approved/ratified the revised agreement with Maxim Staffing Services, Inc. to provide teaching staff at San Ysidro Middle School and Willow School until the positions are filled at a rate of $455.00 per day from the General Fund for 2020-2021 school year.

13D.7 EDUCATION FOR HOMELESS CHILDREN AND YOUTH PROGRAM GRANT AWARD FOR 2020-21 FISCAL YEAR - AMENDMENT (Farkas)
The Board accepted the amended Grant Award in the total amount of $135,000.00 for the Education for Homeless Children and Youth Program to provide supplemental services for District's homeless children and youth.

13D.8 INTERDISTRICT ATTENDANCE AGREEMENTS – ESCONDIDO UNION AND POWAY UNIFIED SCHOOL DISTRICTS (Farkas)
The Board approved/ratified the Interdistrict Attendance Agreements with Escondido Union School District and Poway Unified School District for school years 2020-2026.

13D.9 AGREEMENT WITH THE UNIVERSITY OF SOUTHERN CALIFORNIA FOR TEACHING, SCHOOL COUNSELING, AND SOCIAL WORK PLACEMENTS (Gonzales)
The Board approved the agreement with the University of Southern California for the purpose of providing experience opportunities in the fields of teaching, school counseling, and social work.

13D.10 DISPOSAL OF OBSOLETE, DAMAGED AND OUTDATED TECHNOLOGY EQUIPMENT (Adrianzen/Lewis)
The Board approved the disposal of technology equipment that is obsolete, damaged, outdated and/or beyond economic repair in accordance to California Education Code 17546(c) and Board Policy 3270.

13D.11 AGREEMENT WITH EMS LINQ INC. (Adrianzen/Zarzosa)
The Board approved the agreement with EMS LINQ Inc. to update and transition to Titan, a new software system that hosts the Child Nutrition database at a cost of $23,100.00 from the Child Nutrition fund.

13D.12 AGREEMENT WITH C. FINANCIAL SERVICES, INC. DBA KEYANALYTICS, A DIVISION OF CALIFORNIA FINANCIAL SERVICES (Adrianzen)
The Board approved the agreement with C. Financial Services, Inc. dba KeyAnalytics, a division of California Financial Services to provide consulting and analytical services at an estimated cost of $100,000.00 from the Building fund, Capital Projects fund and/or the General fund.

13D.13 SUBSCRIPTION AGREEMENT WITH BRAIN POP (Gonzalez/Little)
The Board approved the subscription agreement with Brain POP for Smythe Elementary at the total cost of $3,250.00 from the Title I fund.

13D.14 MEMORANDUM OF UNDERSTANDING WITH HIGH TECH HIGH GRADUATE SCHOOL OF EDUCATION TO IMPLEMENT THE CARE NETWORK (Gonzalez)
The Board approved the Memorandum of Understanding with High Tech High Graduate School of Education to implement the CARE Network program at San Ysidro Middle and Vista Del Mar Middle Schools from February 2021 to June 2025.

13D.15 PURCHASE AGREEMENT WITH FOOD HANDLER SOLUTIONS, LLC FOR ONLINE PROFESSIONAL STANDARDS EDUCATION AND TRACKING PROGRAM (Adrianzen/Zarzosa)
The Board approved the purchase agreement with Food Handler Solutions, LLC will provide Child Nutrition staff to access online professional standards training to be in compliance with the USDA . HHFKA mandate at a cost of $1,575.00 from the CARES Act fund.

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

14. ADJOURNMENT Time: 7:09 p.m.

Respectfully Submitted,

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

Public Comments for the
February 11, 2021 - Regular Board Meeting

9. PUBLIC COMMENT/COMMUNICATIONS ON OPEN SESSION ITEMS

Mr. Mata will read the name and agenda/non agenda item and comment.

	From	Agenda/ Non Agenda Item	Comment
1	Fernanda Rios	Comment	Good evening board members, Dr. Potter, and others attending this meeting tonight. I'm writing my comment on behalf of the CSEA team, in regards to an item number that was pulled from the agenda. The item discussed the possibility of increasing the unrestricted general fund from 3% to 7% when "financially feasible." This is concerning, because as we agree with the idea of saving money, we hate to think that this would be at the cost of our people's jobs. For classified, this is a great impact because we live in this community and have students that attend these schools. Let me put it in perspective. When a classified loses their job, they most likely will have a hard time putting food on the table or paying their bills. Many of our classified have students in this district and if families struggle to meet their basic needs, we know for a fact that our students will suffer academically. I know this item was removed and will not be voted on today, however, we thought it was important to express our concerns to the entire board. Thank you so much for listening. ***Fernanda Ríos CSEA chapter 154 President Spanish: Buenas Tardes Mesa Directiva, Dra. Potter, y

			Todos los Asistentes a Esta Junta Esta Noche, Escribo este comentario en nombre del equipo de CSEA, sobre uno de los puntos que fue retirado de la agenda. El punto hablaba sobre la posibilidad de aumentar el fondo general no restringido del 3% al 7% una vez que fuese “económicamente posible”. Es inquietante, porque aun cuando estamos de acuerdo con la idea de ahorrar dinero, no queremos pensar que esto sería a costa del trabajo de nuestra gente. Para los empleados clasificados, esto es un gran impacto, porque vivimos en esta comunidad y tenemos alumnos que asisten a estas escuelas. Permítanme darles una visión general sobre esto, cuando un empleado clasificado pierde su empleo, muy probablemente se les dificultará poder alimentar a su familia o poder pagar sus cuentas. Muchos de nuestros empleados clasificados tienen hijos en este distrito escolar y si sus familias pasan dificultad para alcanzar sus necesidades básicas, sabemos que es un hecho que nuestros alumnos se verán afectados académicamente. Se que se retiró este punto y que no se llevará a votación el día de hoy; sin embargo, sentimos que era importante expresarle a toda la mesa directiva sobre nuestra inquietud. Muchísimas gracias por escuchar. ***Fernanda Rios Presidenta de CSEA chapter 154

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

SPECIAL MEETING OF THE GOVERNING BOARD
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 was held by teleconference. Trustees of San Ysidro School District Board and the public participated 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 was 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 was held at 5:00 p.m. to 6:00 p.m., and reconvened into Open Session at 6:00 p.m. Closed Session was conducted in accordance with applicable sections of California Law.

MINUTES

1. CALL TO ORDER Who: President Martinez_____Time: 5:11 p.m.

President Martinez announced that this Governing Board meeting is conducted pursuant to Governor Newsom's Executive Order N-29-20.

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

3. FLAG SALUTE by Antonio Martinez, Board President

4. AGENDA
The Board approved the agenda.

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

All votes during this meeting were completed by roll call.

5. PUBLIC COMMENT/COMMUNICATIONS ON CLOSED SESSION ITEMS
Persons who want to comment on topics not included on the agenda or comment on agendized topics were invited to submit comments via email to the following email address publiccomment@sysdschools.org on or before Wednesday, February 24, 2021 at 3:00 pm. Please limit comments to 300 words or less. 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. All comments submitted will be read aloud during the meeting. Please note, all email correspondence relating to this meeting

will become part of the Board minutes. If your comment is related to a specific Agenda item, please identify the Agenda item in the subject of your email.

There were no public comments.

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

6. GOVERNING BOARD RECESSED to CLOSED SESSION at 5:18 p.m. in accordance with section 54954.5 regarding:

6.1 GOVERNMENT CODE SECTION 54957 (Gonzales)
PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE/REASSIGNMENT

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

RECONVENED into OPEN SESSION at 6:17 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.

Joseph Sanchez, Legal Counsel, on behalf of the Board, took the following action in Closed Session:

1) Agenda Item 6.1: The Board voted unanimously on a motion by Trustee Rudy Lopez and seconded by Trustee Pallasigue to give notice to four certificated administrative employees that he or she may be reassigned to an alternate administrative position and or location for the 2021-2022 school year.

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

7. PUBLIC COMMENT/COMMUNICATIONS ON OPEN SESSION ITEMS
Persons who want to comment on topics not included on the agenda or comment on agendized topics were invited to submit comments via email to the following email address publiccomment@sysdschools.org on or before Wednesday, February 24, 2021 at 3:00 pm. Please limit comments to 300 words or less. 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. All comments submitted were read aloud during the meeting. Please note, all email correspondence relating to this meeting will

become part of the Board minutes. If your comment is related to a specific Agenda item, please identify the Agenda item in the subject of your email.

Public comments are attached.

8. CONFERENCE SESSION

Reports/Presentations

8.1 Student, Family & Staff Survey Results Regarding the Instructional Phases of Reopening Our Schools - Assistant Superintendent of Educational Leadership, Pupil Services and Safety, Dr. David Farkas

9. GENERAL ADMINISTRATION

9.1 AGREEMENT WITH SAN DIEGO STATE RESEARCH FOUNDATION FOR THE NATIONAL CENTER FOR URBAN SCHOOL TRANSFORMATION (NCUST) PROGRAM (Farkas)
The Board approved 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 Restricted Title II funds. The San Diego County Office of Education (SDCOE) will fund two cabinet level managers in a separate agreement.

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

9.2 RESOLUTION NO. 20/21-0027 – TEMPORARY CERTIFICATED EMPLOYEE RELEASE (Gonzales)
The Board adopted 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.

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

9.3 RESOLUTION NO. 20/21-0026 – LAYOFF OF CERTIFICATED STAFF (Gonzales)
The Board adopted Resolution No. 20/21-0026 authorizing the district to reduce or discontinue particular kinds of services of the district at the close of the 2020-2021 school year for fiscal and budgetary reasons.

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

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

6. GOVERNING BOARD RECESSED to CLOSED SESSION at 8:07 p.m. in accordance with section 54954.5 regarding:

6.1 GOVERNMENT CODE SECTION 54957 (Gonzales)
PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE/REASSIGNMENT

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

Unrepresented:
Administrators, Classified Management, Confidential/Supervisory

RECONVENED into OPEN SESSION at 8:36 p.m. to take action on items discussed in closed session, or to make disclosures of action taken in closed session, if any, as required by Government Code section 54957.7 and section 54957.1.

The Board took no action in Closed Session and had nothing to report.

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

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

10. ADJOURNMENT Time: 8:37 p.m.

Respectfully Submitted,

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

Public Comments for the
February 24, 2021 - Special Board Meeting

7. PUBLIC COMMENT/COMMUNICATIONS ON OPEN SESSION ITEMS

Mr. Mata will read the name, agenda/non agenda item and comment.

	From	Agenda/ Non Agenda Item	Comment
1	David Alkass	Public Comment - Open Comment / Board Agenda 8.3	I am writing for two reasons. Firstly, I want to express my gratitude and say "Thank you" to the district leadership and school board for prioritizing safety. I especially appreciate the specific focus paid to the pandemic's impacts relating to the zip codes within San Ysidro School District, where the COVID cases are particularly high. Not every part of San Diego is affected the same so I wanted to thank the board members who acknowledged those differences and the particular vulnerability of San Ysidro by recognizing those zip code case numbers, instead of only looking at the county as a whole. Secondly, I'd like to respectfully ask that you please consider NOT laying off any teachers. From my understanding, the budget will be ok at least in the next couple of school years and our district will actually be receiving additional funds as a result of the pandemic that we would not have had otherwise. Some long-time teachers will likely retire at the end of this school year, which will ease financial costs. There will be "learning loss" going forward and we need all the staff members we can get to help address that. This is even more true if we decide to have some kind of blended or distance learning options next year, where more staffing will be vital. Even if enrollment declines, I want to point out that smaller class sizes are beneficial for students, even if they're not always great for the budget. A 2014 meta-analysis of 112 peer-reviewed studies found overwhelming evidence - with 109 of the 112 studies in agreement - that smaller classes have a significant, positive impact on increasing student achievement and narrowing the achievement gap. Thanks for your time and for working to protect our community! SYMS Teacher, David Alkass
2.	Leeza Bautista	Board Agenda Layoff Resolution	Good evening Board Members, I am writing to you to vote no on Board Agenda regarding layoffs. While I do appreciate that there are less lay-offs than the past two years, I want you to reconsider. First, there is a need for more teachers, due to "learning loss" and the possibility to continue blended learning in the coming school year.

			Second, even though there is a decline in enrollment, smaller classes allow for more academic engagement and social emotional learning. Lastly, teachers who will receive these pink slips have been receiving them for the past 3 years. It's not necessary to put them through this stressful experience again, especially when most likely they will return. As someone who has received pink slips and returned the past two years, it's been stressful going through this time of year. Every time I receive one, I'm left with extreme anxiety and fear not knowing whether or not my job is secure, only to have it be secure months later. Having that fear hang over my head for months takes a toll on my mental health. My ability to teach students to my full capacity declines because I don't know if I will be there next year. Even my students the past two years have seen me change around this time and become worried I won't come back. Please vote no on the resolution for layoffs. I do enjoy teaching for this district, but I cannot take the stress of going through the layoff process again and again. Thank You, Leeza Bautista 6th grade teacher OVHS
3.	Shirley Kinney	Agenda #8.3	Dear Members of the San Ysidro School Board, I urge you to vote no on the Board Agenda #8.3. The budget is ok for the next two years and we need more teachers for smaller classes. This would enable teachers to give students the individual attention needed to catch them up from the learning loss incurred by the adaptation to Distance Learning. Also I would hate to hear of any of my colleagues going through the stressful experience of getting pink slips, when most likely they will return. Sincerely, Shirley Kinney Teacher at Sunset School
4.	Mary Padilla	9.3	We are ALL going through hard times with this virus that has claimed many lives throughout the world. People are dying, getting extremely sick, losing their jobs, unable to pay their bills, closing their businesses, and now the district is thinking of handing out pink slips during these unprecedented times? We need teachers more than ever especially with us not knowing when we will be returning in person or continuing online. Regardless, we need to maintain lower class size. This is not the time to stress teachers out by handing out pink slips. Please reconsider. The board and district need to know that we are all working extremely hard and need your support. Handing

			out pink slips especially during this time is simply wrong and not given out this year, not with everything going on. Mary Padilla
5.	Todd Maddison	Public Comment (off-agenda) February 24th Board Meeting	San Ysidro School Board and Parents. I am Todd Maddison, the San Diego County Chair of the California School Choice Foundation. This year parents are seeing our education system working to benefit its own interests over the interests of our kids. Parent voices are ignored. Actions are taken based on what works best for district employees rather than our kids. The solution is school choice. Let parents choose the best possible education for their kids. The California School Choice Foundation is working to qualify an initiative that does just that, for the 2022 ballot. The initiative would establish Education Savings Accounts for each child. The tax dollars we pay for education would then be deposited into that account. This year that would be about $12,650 dollars per student. The ESA would be used to pay for attendance at any accredited school. Including San Ysidro public schools, which means parents could still take advantage of all the benefits a large public school district provides. If a parent chooses less costly options – like homeschooling – the money that is left over at graduation would be available for use in College or vocational training. Parents win – for their kids. They are allowed to choose schools that truly pay attention to what they want, and in the end may have money left to help fund further education. Parents who are happy with their local schools (and their sports, music, theater, or other programs) can certainly stay there. And parents who feel alternative options may serve their kids better can also do that. Parents get to choose for their kids. Parents can find out more and join the movement at californiaschoolchoice.org. Signing the petition there lets our government know they want to choose how their kids are educated. That's californiaschoolchoice.org Thanks.

6.	Missy Hendrick	Please Vote No On Board Agenda Item #9.3	Dear Board Members, I write to ask you to please vote no on agenda item #9.3, administering pink slips to teachers for the 2021/2022 school year. While our enrollment numbers are low at the moment, much of that is due to parents being overwhelmed and disengaging with distance learning. Once we are able to return to in person learning, our enrollment numbers will almost certainly increase. In the interim, if we administer pink slips to some of our teachers, they may find jobs in other districts, leaving us to scramble to find new teachers once the school year has already started. While we complete the often lengthy process of searching for and hiring new teachers, our students will be in overcrowded classrooms getting less than optimal instruction from a teacher who is overwhelmed with too many students and unable to provide each student the attention they need. Furthermore, even if we are able to return to a school format that is more or less "business as usual" in the fall, we will still need to adhere to increased safety and sanitation guidelines while doing so. Every report that I have seen has noted that more staff will be needed to carry out these measures. Why would we let go of staff at a time when we know we are likely to need more personnel? The worst possible outcome that results from having more teaches than our enrollment demands at the beginning of the 21/22 school year is that students are able to learn in smaller classes where they can get more support than they would usually be able to access during the time when they are most likely to need it, after having been out of the physical school environment for more than a year. Refraining from administering pink slips helps students by reducing class sizes and caseloads as well as decreasing the likelihood that students will need to change teachers part way through the school year as large classes are split into smaller ones. Refraining from administering pink slips helps teachers and support staff by allowing them to administer very targeted intervention to students who are likely to need it at the beginning of the 21/22 school year and by reducing the stress they experience when they are unsure if they will have a job in the fall. Refraining from administering pink slips helps site administrators by eliminating their need to deal with upset teachers who receive pink slips and figure out the logistics of splitting and shifting classrooms in the middle of the school year as more classes need to be opened. Refraining from administering pink slips helps the HR department by reducing their workload in both administering the slips and having to hire new teachers as enrollment climbs. Refraining from administering pink slips helps the district as teachers and support staff feel a sense of loyalty to a district which has shown loyalty to them. For all of these reasons I ask you to please vote no on board agenda item #9.3. Thank you for your time. Sincerely, Missy Hendrick

7.	Natalie La Rosa	Letter to the Board	Dear School Board Members, Thank you again for what you've been doing to keep the San Ysidro community safe. But I am writing tonight about a different topic.I am writing to ask you to seriously consider voting no on item 9.3, "Layoff of Certificated Staff." I wrote a similar letter to you all about a year ago, but it didn't really help. Fortunately, this year less SYEA members will be affected, but sadly most of these hard-working teachers received pink slips last year, as well as the year before. I don't believe this layoff resolution is necessary. From the budget presentations I have seen, we don't need to make these cuts as it is presented. Some of the resolution makes sense; not filling positions that have already been vacated. That's a good idea. Maybe you can change the resolution. I'm asking to keep the people we have. We will need these teachers. There's no sense in putting them through this process again. I understand the process calls for a trial and everything. This costs money, time, and causes unnecessary stress. Class sizes do not have to be the maximum according to our contract. It's okay to have a kindergarten class have less than 24 students or a sixth grade class to have less than 28 (or 32)! In fact, it's actually better for the social emotional well-being of the students, and this will be extremely important in the year to come. We will need to provide extra support for students who might not have learned much this past year. As hard as we have been working, we all know that some students for many reasons, were not able to access the full curriculum. Less teachers is not the answer. Furthermore, there most likely will be a necessity to have some type of blended learning or at least smaller class sizes with social distancing at least at the beginning of the coming school year. We have learned how quickly things change, and how difficult it is to know the future. It makes sense to keep these teachers. After a third year of receiving pink slips, they might not even want to stay. Let's not do this to them. I have worked with some of them over the past few years and they are the kind of people who you want on your team. Please don't make this unnecessary move. Thank you, Sincerely, Natalie La Rosa SYEA President
8.	Cisco	Board Meeting on 2/24/21	Hello Board Members, It is unfortunate that you are thinking to cut some teachers and classified jobs. Schools Districts in California are receiving and received large amounts of money and you don't have any ideas of how to spend all this money or you make excuses that this money was spend already. San Diego Unified School District and Sweetwater School District have this problem how to spend all this money.

			Don't forget you are here to serve students and not yourself, don't forget this, this is what you signed up for. Don't be selfish and make the right decision. Before you cut any of these positions, think about cutting any of your positions or school district managements positions since you are the people who make the most money. Think about it some of you make more money than teachers, we can pay 2 teachers' salaries, hire more tutors or teacher assistances. Thank you for your time and I hope you take the right decision.
9.	Sarina Hemungkorn	Agenda Item 9.3	Dear SYSD Board Members, I am writing to encourage a "No" vote on Board Agenda #9.3 - Layoff of Certificated Staff. Based on the current situation, it would be a positive to retain certificated staff. If we are to truly better support our students in the next academic year, retaining certificated staff in order to maintain class sizes at or below the current "maximum" would allow students to learn in a less restrictive environment, receive more individual assistance, and increase the social and emotional support that will be needed. Additionally, this will have the additional benefit of decreasing the chances of COVID-19 spread. The teachers who are most likely to be laid off are also those who have received these notices for the past three years. All teachers have put in many hours to provide meaningful and effective lessons virtually and have been asked to demonstrate grace and understanding. As the district has sufficient budget to keep teachers on, it would be graceful to not put unduestress on staff by voting NO to layoffs at the end of the 2020-2021 school year. Ms. Sarina Hemungkorn 8th Grade Science Teacher
10.	Karina Kaai	No to teacher layoffs	Superintendent Potter and members of the board, My name is Karina Kaai and I am a 1st grade teacher in our district. I am writing this letter as a student and community advocate to express my concerns regarding potential layoffs. For the 3rd year in a row qualified teachers who are deeply invested in the San Ysidro community are on the brink of facing layoffs. This fraught and demoralizing process hurts not only us, but our families and our community as a whole since teachers are the ones offering students normalcy during these trying times. As always, I urge you to think of what is best for our students which in this case it means to provide: familiar faces, small class sizes, and extra academic support due to the learning loss caused by the pandemic. I ask you to vote NO on the possible layoffs especially taking into consideration that the budget allows it.

			I ask you to keep our SYSD community together during these difficult times. But most of all, I ask you to think of our students' educational needs which are better served by the teachers that already know them, love them, and work so hard for their futures. Please, step up and be the leaders that San Ysidro needs right now and show us that you care for our teachers, students, staff and community by making the right choice, vote NO on teacher layoffs. Thank you for your time. Respectfully, Karina Kaai
11.	Jon **Ritchison**	Vote NO on Board Agenda Item 8.3	Dear Board Members, I urge you to VOTE NO on personnel lay-offs this year. As we all know, families are in desperate need of support from the pillars of our community and SYSD has an important role to play. The EDD reported the unemployment rate in San Diego County area rose to 8% in December 2020, and in January jobs decreased by 5,300 month-over-month. With many families suffering from job loss due to COVID-19 closures and being reduced to only one income, losing a job could be detrimental to many of our hardworking employees' ability to provide basic needs for their families. A NO vote sends a clear message to your community and constituents; you support and value us. During the previous board meeting, the budget was projected positively for the next two years, yet the state and independent audits cited several operational and accountancy issues. With this revelation, there are clear opportunities to clean up the accounting and inventory practices and potentially uncover additional monies. Furthermore, the state and federal COVID relief funds which have helped the budget remain positive should be released into the community and not used as a rainy day fund, if that requirement is already met. It is a stimulus payment to be utilized during the current crisis, not a future crisis. COVID is the crisis of a generation. Times of extraordinary hardship call for extraordinary leadership. Send a message that you value people over inventory and accounting pitfalls by voting NO on item 8.3. Remember, your vote directly affects the ability of our families to provide and support the local economy. VOTE NO on 8.3 and be the pillar of the community by keeping our staff employed. Thank you! Sincerely, The Ritchison Family - Jon, Alana, and Annalise
12.	Sylvia Cervantes	Board Meeting	Please vote no on the Board Agenda #8.3

			The teachers who will receive these pink slips have been receiving them for the past three years. It's not necessary to put them through this stressful experience again, especially when most likely they will return.
13.	Marsha Omelina	Board Agenda #9.3	I am writing this letter in support of my fellow colleagues. Please vote "NO" on Board Agenda #9.3. Please do not layoff, or give pink slips, to any certificated staff in preparation for staffing needs for the 2021-2022 school year. Returning to Post-COVID-19 classrooms will come with its own challenges, but together we can overcome anything. We have worked hard as an SYSD family and we need to continue to do so. We must acknowledge all of the loyal and knowledgeable teachers who have been the foundation for their students this year. The ones who will receive pink slips have worked just as hard as the rest of us and they do not deserve it. Some of these teachers have faced this scenario for the past 2 years and this will make it 3 years in a row. How is this treating "family" fairly? If laid off again just to be hired back, they will have to give a total of 5 years of service and loyalty to our district before they are seen as a permanent employee. How will they ever reach permanent status if the district continues the layoff loop with them? They deserve permanent status because they are hard workers. In the difficult times and during a global pandemic, family sticks together. Please, let's stick together as a family and protect all employees from unnecessary layoffs and stress. Please make your decisions based upon people and not numbers and algorithms. Thank you, Ms. Marsha Omelina Education Specialist at Willow Elementary and Induction Support Provider

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: March 11, 2021

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

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

☐ Informational
☒ Action

AGENDA ITEM: PHASE III INSTRUCTIONAL PROGRAMS REOPENING TIMELINE

BACKGROUND INFORMATION:
The Governing Board approved on March 4th the amendment of the 2020-2021 Phase III Instructional Programs to expand the instructional program options dependent upon state guidelines for school reopening, staffing availability, resources, and the district receiving the In Person Instruction state Grant funds, and additional federal stimulus funds. Phase III instructional program options may include, if staffing is available: 1) Continuation of the Distance Learning Academy; 2) Various Hybrid or Blended Learning Programs; and 3) Expanded Specialized Cohorts for At-Risk Students. Phase III Instructional Program in-person options will allow for a phased in approach that adheres to state school reopening guidelines. All program phases have been aligned with State and County Health Officials guidance on safe reopening.

Based on current state and California Health Department Guidelines for school reopening the district proposes a reopening timeline of either the week of April 5th or April 12 for Phase III Hybrid Learning Program/s and expanded specialized cohorts, depending upon financial resources and staffing availability.

RECOMMENDATION:
Authorize the launch of Phase III Hybrid Learning Program/s and expanded specialized cohorts either the week of April 5th or April 12th, depending on state guidelines for reopening schools, financial resources and staffing availability.

LCAP GOAL AND ACTION/SERVICE (please indicate):

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

Financial Implications?	Are funds for this item available in the 2020-2021 Budget?	Requisition #
☒ Yes ☐ No	☐ Yes ☐ No	

Approx. $2,000,000.00	State School Reopening Incentive Grant In Person funding & additional federal stimulus funding
(Amount)	(Name of funding source and/or location)

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

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: March 11, 2021

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

FROM:
David Farkas, Ed.D.
Assistant Superintendent of
Educational Leadership, Pupil Services
and Safety

☐ Informational
☒ Action

AGENDA ITEM: UPDATED COVID-19 SAFETY PLAN

BACKGROUND INFORMATION:
Under the new Senate Bill 86, COVID-19 testing is not required at schools when a county is in the Red Tier. However, as a safety measure the district will be testing staff and students while the county is in the Red Tier. The San Ysidro School District's COVID-19 Safety Plan has been revised to accurately describe the new testing cadences set forth in Senate Bill 86.

RECOMMENDATION:
Adopt the San Ysidro School District updated COVID-19 Safety Plan (CSP). COVID-19 testing is not required when in the red tier, however as a safety measure the district will be testing staff and students. Revise the San Ysidro School District COVID-19 Safety Plan (CSP). Testing cadences have been adjusted based on the recent Senate Bill 86.

LCAP GOAL AND ACTION/SERVICE (please indicate):
Goal 2: Safety, climate, and student engagement

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

Financial Implications?	Are funds for this item available in the 2020-2021 Budget?	Requisition #
☐ Yes ☒ No	☐ Yes ☒ No	

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

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

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: March 11, 2021

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

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

☐ Informational
☒ Action

AGENDA ITEM: RESOLUTION NO. 20/21-0028 - CESAR CHAVEZ DAY

BACKGROUND INFORMATION:
The challenge of educating our children for responsible citizenship is explicit in the History-Social Science Framework for California Public Schools, Kindergarten through Grade Twelve. The framework, designed to guide local curriculum planners, stresses at each grade level the importance of teaching all student experiences of men and women of different racial, religious and ethnic groups. The framework embodies the understanding that our national identity, heritage, and creed are pluralistic. Mexican-American History reflects a determined spirit of perseverance and cultural pride in the struggle to equally share in the opportunities of this nation.

Cesar Chavez has inspired entire generations of Americans to participate in social and civic affairs and has motivated many to answer the call of public service. He conveyed hope and determination, especially to minority workers. Cesar Chavez, who was committed to non-violence in advocating change and was consistent with the principles of democratic society, serves as a role model for all of our students.

RECOMMENDATION:
Adopt Resolution No. 20/21-0028 celebrating the life, values and sacrifices of Cesar Chavez by honoring his birthday on March 31st as "Cesar Chavez Day."

LCAP GOAL AND ACTION/SERVICE (please indicate):
Goal: Student Achievement

☐ **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)

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

San Ysidro School District
Governing Board

Cesar Chavez Day — Resolution No. 20/21-0028

WHEREAS, Cesar Chavez, founder and president of the United Farm Workers of America, passed away at the age of 66 of April 23, 1993;

WHEREAS, Cesar Chavez was a charismatic leader who conveyed hope and determination, especially to minority workers in their daily struggle against injustice and hardship; and

WHEREAS, Cesar Chavez inspired an entire generation of Americans to participate in social and civic affairs, and motivated many to answer the call to public service; and

WHEREAS, Cesar Chavez dedicated his life to the improvement of farm worker's employment and living conditions, and his struggles for that cause raised the social consciousness of the American Labor Movement; and

WHEREAS, Cesar Chavez was one o f this Nation's most dynamic and effective spokesperson in the environmental and consumer movement against the heavy application of pesticides on food products; and

WHEREAS, the commitment of Cesar Chavez to non-violence in advocating change was consistent with the principles of a democratic society and service as a role model for others to follow;

NOW, THEREFORE, BE IT RESOLVED by the San Ysidro School District Governing Board that the school district celebrates the life, values and sacrifices of Cesar Chavez by honoring his birthday, March 31st as CESAR CHAVEZ DAY. Additionally, the Governing Board encourages its personnel and community residents to implement activities that will educate the students and community on the contributions and principles of Cesar Chavez.

PASSED AND ADOPTED this 11th day of March, 2021 at a regular meeting of the Governing Board of the San Ysidro School District.

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

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: March 11, 2021

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

FROM:
Educational Services
Cynthia Gonzalez, Executive Director

☐ Informational
☒ Action

AGENDA ITEM: FIRST READING AND ADOPTION OF REVISED ADMINISTRATIVE REGULATION 0430 – COMPREHENSIVE LOCAL PLAN FOR SPECIAL EDUCATION

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

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

Administrative Regulation (AR) 0430 – Comprehensive Local Plan for Special Education has been updated to reflect the new law SB 98, which extends the date by which the Special Education Local Plan Area (SELPA) must include in its local plan an annual assurances support plan demonstrating how the SELPA and its participating agencies are coordinating to assure effective outcomes for students with disabilities.

RECOMMENDATION:
Approve the first reading and adoption of revised Administrative Regulation – 0430 Comprehensive Local Plan for Special Education.

LCAP GOAL AND ACTION/SERVICE:

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

Financial Implications?	Are funds for this item available in the 2020-2021 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

COMPREHENSIVE LOCAL PLAN FOR SPECIAL EDUCATION

Definitions

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

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

Elements of the Local Plan

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

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

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

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

   a. Free appropriate public education

   b. Full educational opportunity

c. Child find and referral

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

e. Least restrictive environment

f. Procedural safeguards

g. Annual and triennial assessments

h. Confidentiality

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

j. Children in private schools

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

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

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

n. Performance goals and indicators

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

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

q. Maintenance of financial effort

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

s. Suspension and expulsion rates

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

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

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

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

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

Note: Pursuant to Education Code **56205 and** 56122, ~~as amended by SB 75 (Ch. 51, Statutes of 2019), beginning July 1, 2021,~~ the local plan must include an annual assurances support plan to demonstrate how the SELPA and its participating agencies are coordinating to assure effective outcomes for students with disabilities. **As amended by SB 98 (Ch. 24, Statutes of 2020), Education Code 56122 extends the timeline for developing an annual assurances support plan to July 1, 2023.** A template for the annual assurances support plan will be developed by CDE by July 1, ~~2020~~ **2022**.

4. Beginning July 1, ~~2021~~ **2023**, an annual assurances support plan to demonstrate how the SELPA and its participating agencies are coordinating for purposes of assuring effective outcomes for students with disabilities, including a description of:

a. How the **governing board of the** SELPA will support ~~each~~ participating **agencies** ~~district~~ in achieving the goals, actions, and services identified in ~~its~~ **their** local control and accountability plan**s**

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

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

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

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

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

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

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

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

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

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

Availability of the Plan

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

(3/08 5/20) 12/20

Policy Reference UPDATE Service
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Regulation 0430: Comprehensive Local Plan For Special Education **Status:** ADOPTED

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

Definitions

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

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

Elements of the Local Plan

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

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

    a. Free appropriate public education

    b. Full educational opportunity

    c. Child find and referral

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

    e. Least restrictive environment

    f. Procedural safeguards

    g. Annual and triennial assessments

    h. Confidentiality

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

    j. Children in private schools

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

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

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

n. Performance goals and indicators

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

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

q. Maintenance of financial effort

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

s. Suspension and expulsion rates

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

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

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

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

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

4. Beginning July 1, 2021, an annual assurances support plan to demonstrate how the SELPA and its participating agencies are coordinating for purposes of assuring effective outcomes for students with disabilities, including a description of:

   a. How the SELPA will support each participating district in achieving the goals, actions, and services identified in its local control and accountability plan

   b. How the SELPA will connect any participating district in need of technical assistance to the statewide system of support

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

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

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

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

8. Verification that the plan has been reviewed by the community advisory committee in accordance with

Education Code 56205 and that the committee had at least 30 days to conduct this review before submission of the local plan to CDE

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

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

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

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

Availability of the Plan

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

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

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

Gov. Code 95000-95029	California Early Intervention Services Act
W&I Code 361	Limitations on parental control
W&I Code 726	Limitations on parental control

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

Management Resources References	**Description**
Website	California Department of Education, Special Education
Website	U.S. Department of Education, Office of Special Education Programs

Cross References	**Description**
0400	Comprehensive Plans
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
1220	Citizen Advisory Committees
1220	Citizen Advisory Committees
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3-E(1)	Uniform Complaint Procedures
1312.3-E(2)	Uniform Complaint Procedures
3541.2	Transportation For Students With Disabilities
3542	School Bus Drivers
4112.23	Special Education Staff
5144.2	Suspension And Expulsion/Due Process (Students With Disabilities)
6020	Parent Involvement
6020	Parent Involvement
6159	Individualized Education Program
6159	Individualized Education Program
6159.1	Procedural Safeguards And Complaints For Special Education
6159.1	Procedural Safeguards And Complaints For Special Education
6159.2	Nonpublic, Nonsectarian School And Agency Services For Special Education
6159.2	Nonpublic, Nonsectarian School And Agency Services For Special Education
6159.3	Appointment Of Surrogate Parent For Special Education Students
6159.3	Appointment Of Surrogate Parent For Special Education Students

6159.4	Behavioral Interventions For Special Education Students
6164.4	Identification And Evaluation Of Individuals For Special Education
6164.4	Identification And Evaluation Of Individuals For Special Education
6164.41	Children With Disabilities Enrolled By Their Parents In Private School
6164.41	Children With Disabilities Enrolled By Their Parents In Private School
6164.6	Identification And Education Under Section 504
6164.6	Identification And Education Under Section 504

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: March 11, 2021

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

FROM:
Administration,
Gina A. Potter, Ed.D. Superintendent
Pupil Services, Educational Leadership and Safety,
David Farkas, Ed.D.,
Assistant Superintendent

☐ Informational
☒ Action

AGENDA ITEM: FIRST READING AND ADOPTION OF NEW AND REVISED ADMINISTRATIVE REGULATION AND EXHIBIT - 1000 SERIES

BACKGROUND INFORMATION:

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

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

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

- NEW: Exhibit 1113 - District and School Websites
- Revised AR 1312.3 - Uniform Complaint Procedures

RECOMMENDATION:
Approve First Reading and Adoption of New and Revised Board Policies, Administrative Regulations and Exhibit - 1000 series: NEW: Exhibit 1113 - District and School Websites and Revised Administrative Regulation 1312.3 - Uniform Complaint Procedures.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ **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)

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

CSBA Sample
Exhibit

NEW

DISTRICT AND SCHOOL WEB SITES

MATERIALS REQUIRED TO BE POSTED ON DISTRICT WEB SITE

Note: The following exhibit lists material which the law explicitly requires be posted on district or school web sites. See the referenced Board policy, administrative regulation, or Board bylaw for further information about related requirements. The exhibit does not include other postings that may recommended throughout CSBA's sample policy manual but are not required by law.

Materials to Prominently Display

The following must be posted in a prominent location on the district's web site, such as on the home page when required by law:

1. **The district's local control and accountability plan (LCAP), any updates or revisions to the LCAP, and the local control funding formula budget overview (Education Code 52064.1, 52065). See AR 0460 - Local Control and Accountability Plan.**

2. **A direct link to the current board agenda containing the time and location of the meeting and a brief general description of each item of business to be transacted or discussed at the meeting, including items to be discussed in closed session, or a link to the district's agenda management platform where the current agenda shall be the first available (Government Code 54954.2, 54956). Post at least 72 hours before a regular board meeting or 24 hours before a special meeting. See BB 9320 - Meetings and Notices and BB 9322 - Agenda/Meeting Materials.**

3. **The district's policy on student suicide prevention including, for grades K-6, the age appropriateness of the policy (Education Code 234.6). See BP 5141.52 - Suicide Prevention.**

4. **The district's policies and procedures prohibiting discrimination, harassment, student sexual harassment, intimidation, bullying, and cyberbullying, including a section on social media bullying that includes all of the references described in Education Code 234.6 as possible forums for social media (Education Code 234.6). See AR 5131.2 - Bullying and AR 5145.3 - Nondiscrimination/Harassment.**

5. **The district's policy on preventing and responding to hate violence, if the district has adopted such a policy (Education Code 234.6). See BP 5145.9 - Hate-Motivated Behavior.**

6. **The definition of discrimination and harassment based on sex as described in Education Code 230, including the rights set forth in Education Code 221.8 (Education Code 234.6). See AR 5145.3 - Nondiscrimination/Harassment.**

7. **Information regarding Title IX prohibitions against discrimination based on a student's sex, gender, gender identity, pregnancy, and parental status, including the name and contact information of the Title IX Coordinator, the rights of students and the public as specified in Education Code 221.8, the responsibilities of the district under Title IX, web links to information about those rights and responsibilities on the web sites of the Office for Equal Opportunity and the U.S. Department of Education's Office for Civil Rights, a description of how to file a complaint of noncompliance under Title IX with specified components, and a link to Title IX information posted on the California Department of Education's (CDE) web site (Education Code 221.6, 221.61, 234.6; 34 CFR 106.8). See AR 5145.3 - Nondiscrimination/Harassment and AR 5145.7 - Sexual Harassment.**

8. **A link to statewide CDE-compiled resources, including community-based organizations, that provide support to youth who have been subjected to school-based discrimination, harassment, intimidation, or bullying and to their families (Education Code 234.5, 234.6). See AR 5145.3 - Nondiscrimination/Harassment.**

9. **If the district has formed a community facilities district (Mello-Roos district) for the acquisition or improvement of school facilities, a copy of the annual report for the fiscal year if requested pursuant to Government Code 53343.1, the report provided to the California Debt and Investment Advisory Commission pursuant to Government Code 53359.5, and the report provided to the State Controller's office pursuant to Government Code 12463.2 (Government Code 53343.2). Post within seven months after the last day of the fiscal year. See BP 7212 - Mello-Roos Districts.**

Other Postings

The following materials are also required to be posted on the district web site. However, there are no specific requirements related to where they are posted on the web site.

1. **The Special Education Local Plan Area's approved comprehensive local plan for special education, annual budget plan, annual service plan, and annual assurances support plan and any updates or revisions to the plans (Education Code 56205.5). See AR 0430 - Comprehensive Local Plan for Special Education.**

2. **The district's nondiscrimination policy and regulation, including the complaint procedure and the compliance coordinator's contact information (34 CFR 100.6, 106.8). See BP 0410 - Nondiscrimination in District Programs and Activities and AR 4030 - Nondiscrimination in Employment.**

3. **Training materials used to train the Title IX Coordinator, investigator(s), decision-maker(s), and any person(s) who facilitate an informal resolution process in response to a Title IX sexual**

harassment complaint (34 CFR 106.45). See AR 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures and AR 5145.71 - Title IX Sexual Harassment Complaint Procedures.

4. For all schools offering competitive athletics, the total enrollment of the school classified by gender, the number of students enrolled at the school who participate in competitive athletics classified by gender, and the number of boys' and girls' teams classified by sport and by competition level (Education Code 221.9). The information shall be posted at the end of the school year on the school's web site or, if the school does not have a web site, on the district's web site. See AR 6145.2 - Athletic Competition.

5. If the district has interdistrict attendance agreement(s), the procedures and timelines for requesting an interdistrict transfer permit, including, but not limited to, a link to the board's policy on interdistrict attendance, the date that the district will begin accepting applications, reasons that the district may approve/deny the request, the process for appeal, that failure to meet timelines will be deemed an abandonment of the request, and the condition under which an exiting interdistrict transfer permit may be revoked or rescinded (Education Code 46600.2). See AR 5117 - Interdistrict Transfer.

6. If the district has elected to be a school district of choice, application information including, at a minimum, any applicable form, the timeline for a transfer, and an explanation of the selection process (Education Code 48301). See AR 5117 - Interdistrict Transfer.

7. For districts that offer grade 9, the district's policy and protocols related to student placement in mathematics courses (Education Code 51224.7). See AR 6152.1 - Placement in Mathematics Courses.

8. The section(s) of the district's employee code of conduct addressing interactions with students (Education Code 44050). Post these section(s) or a link to them on each school's web site or, if a school does not have its own web site, on the

district's web site in a manner that is accessible to the public without a password. See BP 4119.21/4219.21/4319.21 - Professional Standards and BP 4119.24/4219.24/4319.24 - Maintaining Appropriate Adult-Student Interactions.

9. The district's meal payment collection policy and procedures (CDE Nutrition Services Division Management Bulletin SNP-03-2017). See AR 3551 - Food Services Operations/Cafeteria Fund.

10. If the district includes information about the free and reduced-priced meal program on its web site, a nondiscrimination statement about the district's status as an equal opportunity provider and the address of the agency with responsibility to handle complaints made against the district (U.S. Department of Agriculture's FNS Instruction 113-1). For the required wording of the statement, see E 3555 - Nutrition Program Compliance.

11. The school's or district's integrated pest management plan, whenever a school chooses to use a pesticide not exempted pursuant to Education Code 17610.5 (Education Code 17611.5). Post on the school's web site or, if the school does not have a web site, then on the district's web site. See AR 3514.2 Integrated Pest Management.

12. When a citizens' oversight committee is formed after the approval of a bond under the 55 percent majority threshold, the committee's minutes, documents received, and reports issued (Education Code 15280). See AR 7214 - General Obligation Bonds.

13. Copy of each school's school accountability report card, on or before February 1 of each year (Education Code 35258). See BP 0510 - School Accountability Report Card.

14. Results of the Western Association of Schools and Colleges (WASC) or other accrediting agency's inspection of a school, within 60 days of receiving the results. (This notification could be made in writing to parents/guardians instead of or in addition to posting the results on the district's web site.) In addition, if a school loses its WASC or other agency's accreditation, the district and school shall post on their web sites a notice of the loss of accreditation and potential consequences (Education Code 35178.4). See BP 6190 - Evaluation of the Instructional Program.

10/20

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CSBA Sample
Administrative Regulation

REVISED

Community Relations AR 1312.3(a)

UNIFORM COMPLAINT PROCEDURES

Note: 5 CCR 4621 **mandates** that the district's uniform complaint procedures (UCP) be consistent with the procedures of 5 CCR 4600-4670. Additionally, Education Code 52075 **mandates** districts to adopt policies and procedures implementing the use of UCP to investigate and resolve complaints alleging noncompliance with requirements related to the local control and accountability plan (LCAP) and Education Code 8235.5 **mandates** districts to adopt policies and procedures for resolving complaints regarding specified health and safety issues in license-exempt California State Preschool Programs (CSPP). Furthermore, a number of federal civil rights statutes and their implementing regulations mandate districts to adopt policies and procedures for the prompt and equitable resolution of complaints of unlawful discrimination (such as discriminatory harassment, intimidation, or bullying). For example, all districts are **mandated** pursuant to 28 CFR 35.107 to adopt policy and procedures to address discrimination on the basis of disability, while districts that receive federal financial assistance are **mandated** pursuant to 34 CFR 106.8 and 34 CFR 110.25 to adopt ~~such~~ policies and procedures to address discrimination on the basis of sex and age. Some of the factors considered by the U.S. Department of Education's Office for Civil Rights (OCR) when determining whether a district's procedures are "prompt and equitable" are addressed throughout the following administrative regulation.

Apart from these mandates, state law authorizes the use of UCP to resolve complaints of noncompliance with laws related to the development of a school plan for student achievement and the establishment of school site councils; accommodations for pregnant and parenting students; prohibition against the charging of student fees; educational rights of foster youth, homeless students, former juvenile court school students, children of military families, migrant students, and students participating in a newcomer program for newly arrived immigrants; assignment of students to courses without educational content; and physical education instructional minutes. See the section "Complaints Subject to UCP" in the accompanying Board policy.

Except as the Governing Board may otherwise specifically provide in other district policies, these uniform complaint procedures (UCP) shall be used to investigate and resolve only the complaints specified in BP 1312.3.

(cf. 1312.1 - Complaints Concerning District Employees)
(cf. 1312.2 - Complaints Concerning Instructional Materials)
(cf. 1312.4 - Williams Uniform Complaint Procedures)
(cf. 4030 - Nondiscrimination in Employment)

Compliance Officers

Note: 5 CCR 4621 **mandates** the district to identify in its policies and procedures the person(s), position(s), or unit(s) responsible for ensuring compliance with applicable state and federal laws and regulations governing educational programs, including the receiving and investigating of complaints alleging unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) and retaliation. During its Federal Program Monitoring (FPM) process, California Department of Education (CDE) staff will check to ensure that the district's procedures list the specific title(s) of the employee(s) responsible for receiving and investigating complaints. Districts should identify the specific title(s) of the compliance officer(s) in the space provided below. If a district identifies multiple compliance officers, it is recommended that one be designated the lead compliance officer.

UNIFORM COMPLAINT PROCEDURES (continued)

The following paragraph specifies that the compliance officer will be the same person designated to serve as the Title IX Coordinator for addressing complaints of sexual harassment pursuant to AR 5145.7 - Sexual Harassment and AR 5145.71 -

Title IX Sexual Harassment Complaint Procedures. Districts may modify this regulation to designate different district employees to serve these functions.

The district designates the individual(s), position(s), or unit(s) identified below as responsible for coordinating the district's response to complaints and for complying with state and federal civil rights laws. The individual(s), position(s), or unit(s) also serve as the compliance officer(s) specified in AR 5145.3 - Nondiscrimination/Harassment responsible for handling complaints regarding unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) **and in AR 5145.7 - Sexual Harassment for handling complaints regarding sexual harassment**. The compliance officer(s) shall receive and coordinate the investigation of complaints and shall ensure district compliance with law.

(cf. 5145.3 - Nondiscrimination/Harassment)
(cf. 5145.7 - Sexual Harassment)
(cf. 5145.71 - Title IX Sexual Harassment Complaints Procedures)

_____
(title or position)

_____
(unit or office)

_____
(address)

_____
(telephone number)

_____
(email)

Note: The following paragraph is for use by districts that have designated more than one compliance officer.

The compliance officer who receives a complaint may assign another compliance officer to investigate and resolve the complaint. The compliance officer shall promptly notify the complainant and respondent, if applicable, if another compliance officer is assigned to the complaint.

In no instance shall a compliance officer be assigned to a complaint in which the compliance officer has a bias or conflict of interest that would prohibit the fair investigation or resolution of the complaint. Any complaint against a compliance officer or that raises a concern about the compliance officer's ability to investigate the complaint fairly and without bias shall be filed with the Superintendent or designee who shall determine how the complaint will be investigated.

AR 1312.3(c)

UNIFORM COMPLAINT PROCEDURES (continued)

Note: 5 CCR 4621 **mandates** that the district's policy require employees responsible for compliance and/or for investigating and resolving complaints to be knowledgeable about the laws and programs at issue in the complaints they are assigned. OCR requires that the compliance officer(s) involved in implementing discrimination complaint procedures be knowledgeable about the procedures and be able to explain them to parents/guardians and students. They must also have training or experience in handling discrimination complaints, including appropriate investigative techniques and understanding of the applicable legal standards.

The Superintendent or designee shall ensure that employees assigned to investigate and resolve complaints receive training and are knowledgeable about the laws and programs at issue in the complaints to which they are assigned. Training provided to such employees shall cover current state and federal laws and regulations

governing the program, applicable processes for investigating and resolving complaints, including those alleging unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), applicable standards for reaching decisions on complaints, and appropriate corrective measures. Assigned employees may have access to legal counsel as determined by the Superintendent or designee.

(cf. 4331 - Staff Development)
(cf. 9124 - Attorney)

The compliance officer or, if necessary, any appropriate administrator shall determine whether interim measures are necessary during and pending the result of an investigation. If interim measures are determined to be necessary, the compliance officer or the administrator shall consult with the Superintendent, the Superintendent's designee, or, if appropriate, the site principal to implement one or more interim measures. The interim measures shall remain in place until the compliance officer determines that they are no longer necessary or until the district issues its final written decision, whichever occurs first.

Notifications

The district's UCP policy and administrative regulation shall be posted in all district schools and offices, including staff lounges and student government meeting rooms. (Education Code 234.1)

Note: During the FPM process, CDE staff will check to ensure that the district's policy contains a statement ensuring annual dissemination of notice of the district's UCP to the persons specified below.

In addition, the Superintendent or designee shall annually provide written notification of the district's UCP to students, employees, parents/guardians of district students, district advisory committee members, school advisory committee members, appropriate private school officials or representatives, and other interested parties. (5 CCR 4622)

(cf. 0420 - School Plans/Site Councils)
(cf. 1220 - Citizen Advisory Committees)
(cf. 4112.9/4212.9/4312.9 - Employee Notifications)

UNIFORM COMPLAINT PROCEDURES (continued)

(cf. 5145.6 - Parental Notifications)

Note: 5 CCR 4622 requires the district to include specified information in its annual UCP notice to students, parents/guardians, employees, and others. ~~During the FPM process, CDE staff will check the notice to ensure that it contains the components specified below.~~ **The following list reflects those required components and additional content of the notice listed in CDE's FPM instrument.**

A sample of the annual notice is available through CDE's web site. It is the district's responsibility to update the notice as necessary to reflect new law.

The notice shall include:

1. A statement that the district is primarily responsible for compliance with federal and state laws and regulations, including those related to prohibition of unlawful discrimination, harassment, intimidation, or bullying against any protected group**,** and **a list of** all programs and activities that are subject to UCP as identified in the section "Complaints Subject to UCP" in the accompanying Board policy

2. **The title of the position responsible for processing complaints, the identity of the person(s) currently occupying that position if known, and a statement that such persons will be knowledgeable about the laws and programs that they are assigned to investigate**

~~4.~~**3.** A statement that a **UCP** complaint ~~regarding student fees~~ must be filed no later than one year from the date the alleged violation occurred

4. **A statement that, in the case of a complaint alleging unlawful discrimination, harassment, intimidation, or bullying, a UCP complaint must be filed no later than six months from the date of the alleged conduct or the date the complainant first obtained knowledge of the facts of the alleged conduct**

~~3.~~**5.** A statement that a student enrolled in a public school shall not be required to pay a fee for participation in an educational activity that constitutes an integral fundamental part of the district's educational program, including curricular and extracurricular activities

~~2.~~**6.** A statement that a complaint regarding student fees or the local control and accountability plan (LCAP) may be filed anonymously if the complainant provides evidence or information leading to evidence to support the complaint

(cf. 0460 - Local Control and Accountability Plan)
(cf. 3260 - Fees and Charges)

UNIFORM COMPLAINT PROCEDURES (continued)

~~3. A statement that a student enrolled in a public school shall not be required to pay a fee for participation in an educational activity that constitutes an integral fundamental part of the district's educational program, including curricular and extracurricular activities~~

~~4. A statement that a complaint regarding student fees must be filed no later than one year from the date the alleged violation occurred~~

~~5.~~**7.** A statement that the district will post a standardized notice of the educational rights of foster youth, homeless students, former juvenile court school students now enrolled in the district, children of military families, migrant students, and immigrant students enrolled in a newcomer program, as specified in Education Code 48853, 48853.5, 49069.5, 51225.1, and 51225.2, and the complaint process

(cf. 6173 - Education for Homeless Children)
(cf. 6173.1 - Education for Foster Youth)
(cf. 6173.2 - Education of Children of Military Families)
(cf. 6173.3 - Education for Juvenile Court School Students)
(cf. 6175 - Migrant Education Program)

~~6. Identification of the responsible staff member(s), position(s), or unit(s) designated to receive complaints~~

~~7.~~**8.** A statement that complaints will be investigated in accordance with the district's UCP and a written decision will be sent to the complainant within 60 days from the receipt of the complaint, unless this time period is extended by written agreement of the complainant

~~8.~~**9.** A statement that the complainant has a right to appeal the district's ~~decision~~ **investigation report** to CDE **for programs within the scope of the UCP** by filing a written appeal, including a copy of the original complaint and the district's decision, within 15 days of receiving the district's decision

~~9.~~**10.** A statement advising the complainant of any civil law remedies, including, but not limited to, injunctions, restraining orders, or other remedies or orders that may be available under state or federal antidiscrimination laws, if applicable

~~10.~~**11.** A statement that copies of the district's UCP are available free of charge

Note: The following paragraph may be modified to reflect district practice. Pursuant to Education Code 221.61, districts are required to post information related to Title IX on their web sites, including specified information about complaint procedures under Title IX. See AR 5145.3 - Nondiscrimination/Harassment. A district that does not maintain a web site may comply by posting the information on the web site of its county office of education. A comprehensive list of rights based on the provisions of the federal regulations

UNIFORM COMPLAINT PROCEDURES (continued)

implementing Title IX can be found in Education Code 221.8. In addition, in its April 2015 Dear Colleague Letter: Title IX Coordinators, OCR recommends that districts use web posting and social media to disseminate their nondiscrimination notices, policies, and procedures and communicate current compliance officer(s)' contact information to students, parents/guardians, and employees.

The annual notification, complete contact information of the compliance officer(s), and information related to Title IX as required pursuant to Education Code 221.61 shall be posted on the district web site and may be provided through district-supported social media, if available.

(cf. 1113 - District and School Web Sites)
(cf. 1114 - District-Sponsored Social Media)

Note: Both federal and state laws contain requirements for translation of certain information and documents. Title VI of the Civil Rights Act of 1964 requires districts to ensure meaningful access to their programs and activities by persons with limited English proficiency. OCR has interpreted this to require that, whenever information is provided to parents/guardians, districts must notify limited-English-proficient (LEP) parents/guardians in a language other than English in order to be adequate. OCR enforces this requirement consistent with the Department of Justice's 2002 Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons. Under the Guidance, a recipient of federal funds has an obligation to provide language assistance to LEP individuals based on balancing four factors: (1) the number or proportion of LEP individuals likely to encounter the program, (2) the frequency with which LEP individuals come in contact with the program, (3) the nature and importance of the services provided by the program, and (4) the resources available to the recipient. State law is more specific than federal law: Education Code 48985 requires translation of certain information and documents if 15 percent or more of students enrolled in the school speak a single primary language other than English.

The Superintendent or designee shall ensure that all students and parents/guardians, including students and parents/guardians with limited English proficiency, have access to the relevant information provided in the district's policy, regulation, forms, and notices concerning the UCP.

If 15 percent or more of students enrolled in a particular district school speak a single primary language other than English, the district's policy, regulation, forms, and notices concerning the UCP shall be translated into that language, in accordance with Education Code 234.1 and 48985. In all other instances, the district shall ensure meaningful access to all relevant UCP information for parents/guardians with limited English proficiency.

Filing of Complaints

Note: Complaints filed under UCP may be filed directly with a compliance officer or with any site administrator not designated as a compliance officer. For example, acts of unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) may initially be reported to a principal. See AR 5145.3 - Nondiscrimination/Harassment and AR 5145.7 - Sexual Harassment. If a site administrator not designated as a compliance officer receives a UCP complaint, the site administrator must notify a compliance officer. A

UNIFORM COMPLAINT PROCEDURES (continued)

district may also establish a site-level process for receiving informal reports about incidents for which a UCP complaint may be filed and notifying students and parents/guardians of their right to file a UCP complaint. Any site-level process established by a district should be in writing and distributed in the same manner as the grievance procedures listed herein with an explanation of how it interacts with the UCP complaint process.

The complaint shall be presented to the compliance officer who shall maintain a log of complaints received, providing each with a code number and a date stamp.

All complaints shall be filed in writing and signed by the complainant. If a complainant is unable to put a complaint in writing due to conditions such as a disability or illiteracy, district staff shall assist in the filing of the complaint. (5 CCR 4600)

Complaints shall also be filed in accordance with the following rules, as applicable:

1. A complaint alleging district violation of applicable state or federal law or regulations governing the programs specified in the accompanying Board policy may be filed by any individual, public agency, or organization. (5 CCR 4630)

Note: Education Code 49013 and 52075 **mandate** districts to adopt procedures that allow for anonymous complaints to be filed when a district allegedly violates the prohibition against the charging of student fees or violates any requirement related to the LCAP.

2. Any complaint alleging noncompliance with law regarding the prohibition against student fees, deposits, and charges or any requirement related to the LCAP may be filed anonymously if the complaint provides evidence, or information leading to evidence, to support an allegation of noncompliance. A complaint about a violation of the prohibition against the charging of unlawful student fees may be filed with the principal of the school or with the Superintendent or designee. ~~However, any such complaint shall be filed no later than one year from the date the alleged violation occurred.~~

Note: Pursuant to 5 CCR 4630, as amended by Register 2020, No. 21, complaints related to the LCAP must be filed within a year of the date that the reviewing authority approves the district's LCAP. Pursuant to Education Code 52070, the County Superintendent of Schools is the reviewing authority for district LCAPs.

3. ~~However, any such~~ **A UCP** complaint shall be filed no later than one year from the date the alleged violation occurred. **For complaints related to the LCAP, the date of the**

alleged violation is the date when the County Superintendent of Schools approves the LCAP that was adopted by the Board. (5 CCR 4630)

UNIFORM COMPLAINT PROCEDURES (continued)

~~3.~~**4.** A complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) may be filed only by **a** persons who alleges ~~that they have~~ **having** personally suffered unlawful discrimination**, a person** ~~or~~ who believes that ~~an individual or~~ any specific class of individuals has been subjected to unlawful discrimination**, or a duly authorized representative who alleges that an individual student has been subjected to discrimination, harassment, intimidation, or bullying**. The complaint shall be initiated no later than six months from the date that the alleged unlawful discrimination occurred, or six months from the date that the complainant first obtained knowledge of the facts of the alleged unlawful discrimination. The time for filing may be extended for up to 90 days by the Superintendent or designee for good cause upon written request by the complainant setting forth the reasons for the extension. (5 CCR 4630)

~~4.~~**5.** When a complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) is filed anonymously, the compliance officer shall pursue an investigation or other response as appropriate, depending on the specificity and reliability of the information provided and the seriousness of the allegation.

Note: OCR's Revised Sexual Harassment Guidance indicates that if a complainant in a sexual harassment case requests that the complainant's name or that of the victim not be revealed to the alleged perpetrator or asks that the complaint not be pursued, the district should first inform the complainant that honoring the request may limit its ability to respond and pursue disciplinary action against the alleged perpetrator. The OCR publication acknowledges that situations may exist in which a district cannot honor a student's request for confidentiality, but cautions that, in all instances, the district must still continue to ensure that it provides a safe and nondiscriminatory environment for all students. Districts should consult legal counsel before honoring a confidentiality request to withhold the victim's name from the alleged perpetrator, especially in the case of alleged sexual assault. These guiding principles would also apply to harassment on the basis of race, gender, disability, or other protected characteristic.

~~5.~~**6.** When the complainant of unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) or the alleged victim, when not the complainant, requests confidentiality, the compliance officer shall inform the complainant or victim that the request may limit the district's ability to investigate the conduct or take other necessary action. When honoring a request for confidentiality, the district shall nevertheless take all reasonable steps to investigate and resolve/respond to the complaint consistent with the request.

Mediation

Note: The following section should be used only by those districts that have decided to establish procedures for attempting to resolve complaints through alternative dispute resolution procedures such as mediation; see the accompanying Board policy. **The following section may be modified to specify the alternative dispute resolution method and timelines used within the district.**

UNIFORM COMPLAINT PROCEDURES (continued)

Within three business days after receiving the complaint, the compliance officer may informally discuss with all the parties the possibility of using mediation. Mediation shall be offered to resolve complaints that involve more than one student and no adult. However, mediation shall not be offered or used to resolve any complaint involving an allegation of sexual assault or where there is a reasonable risk that a party to the mediation would feel compelled to participate. If the parties agree to mediation, the compliance officer shall make all arrangements for this process.

Before initiating the mediation of a complaint alleging retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the compliance officer shall ensure that all parties agree to make the mediator a party to relevant confidential information. The compliance officer shall also notify all parties of the right to end the informal process at any time.

If the mediation process does not resolve the problem within the parameters of law, the compliance officer shall proceed with an investigation of the complaint.

The use of mediation shall not extend the district's timelines for investigating and resolving the complaint unless the complainant agrees in writing to such an extension of time. If mediation is successful and the complaint is withdrawn, then the district shall take only the actions agreed upon through the mediation. If mediation is unsuccessful, the district shall then continue with subsequent steps specified in this administrative regulation.

Investigation of Complaint

Note: 5 CCR 4631, which requires the district to provide the complainant with the opportunity to present relevant information, does not provide any timeline. Thus, **the timeline specified below may be modified to reflect district practice**.

Within 10 business days after the compliance officer receives the complaint, the compliance officer shall begin an investigation into the complaint.

Within one business day of initiating the investigation, the compliance officer shall provide the complainant and/or the complainant's representative with the opportunity to present the information contained in the complaint to the compliance officer and shall notify the complainant and/or representative of the opportunity to present the compliance officer with any evidence, or information leading to evidence, to support the allegations in the complaint. Such evidence or information may be presented at any time during the investigation.

Note: In the investigation, the compliance officer should consider all relevant circumstances, such as how the misconduct affected one or more students' education; the type, frequency, and duration of the misconduct; the identity, age, and sex of the individuals involved in and impacted by the conduct and the relationship between them; the number of persons engaged in the conduct and at whom the conduct was directed; the size of the school, location of the incidents, and context in which they occurred; and other incidents at the school involving different individuals.

In conducting the investigation, the compliance officer shall collect all available documents and review all available records, notes, or statements related to the complaint, including any additional evidence or information received from the parties during the course of the investigation. The compliance officer shall individually interview all available witnesses with information pertinent to the complaint, and may visit any reasonably accessible location where the relevant actions are alleged to have taken place. At appropriate intervals, the compliance officer shall inform both parties of the status of the investigation.

To investigate a complaint alleging retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the compliance officer shall interview the alleged victim(s), any alleged offenders, and other relevant witnesses privately, separately, and in a confidential manner. As necessary, additional staff or legal counsel may conduct or support the investigation.

Note: 5 CCR 4631 allows the district to dismiss a complaint when the complainant refuses to provide the investigator with relevant documents or otherwise obstructs the investigation. 5 CCR 4631 also provides that, if the district refuses to provide the investigator with access to records or other documents, the investigator may issue a finding in favor of the complainant. During the FPM process, CDE staff will check to ensure that both of these statements regarding the provision of access to information are included in the district's policy or procedures, as specified below.

A complainant's refusal to provide the district's investigator with documents or other evidence related to the allegations in the complaint, failure or refusal to cooperate in the investigation, or engagement in any other obstruction of the investigation may result in the dismissal of the complaint because of a lack of evidence to support the allegation. Similarly, a respondent's refusal to provide the district's investigator with documents or other evidence related to the allegations in the complaint, failure or refusal to cooperate in the investigation, or engagement in any other obstruction of the investigation may result in a finding, based on evidence collected, that a violation has occurred and in the imposition of a remedy in favor of the complainant. (5 CCR 4631)

In accordance with law, the district shall provide the investigator with access to records and other information related to the allegation in the complaint and shall not in any way obstruct the investigation. Failure or refusal of the district to cooperate in the investigation may result in a finding based on evidence collected that a violation has occurred and in the imposition of a remedy in favor of the complainant. (5 CCR 4631)

AR 1312.3(k)

UNIFORM COMPLAINT PROCEDURES (continued)

Timeline for ~~Final Decision~~ Investigation Report

Note: Pursuant to 5 CCR 4631, the district's ~~written decision~~ **investigation report** must be sent to the complainant within 60 calendar days of receiving the complaint. Option 1 below is for districts that do not allow complainants to appeal the compliance officer's decision to the Governing Board. Option 2 is for districts that allow appeals to the Board, and it requires the compliance officer's decision within 30 calendar days so that the Board's decision can still be given within the 60-day time limit.

Pursuant to 5 CCR 4631, only a complainant has the right to receive ~~a written report~~ **the investigation report** and to file a complaint with the Board if dissatisfied with the compliance officer's decision. However, OCR has recommended that the same rights be extended to a respondent to a complaint alleging unlawful discrimination to ensure the process is equitable for all involved. Furthermore, OCR recommends notifying the respondent in such a complaint whenever the complainant approves an extension of the timeline. Options 1 and 2 reflect these recommendations and may be modified to reflect district practice.

Pursuant to 5 CCR 4640, when a UCP complaint is erroneously sent to CDE without first being filed with the district, the 60-day period specified in 5 CCR 4631 begins when the district receives the complaint.

OPTION 1:

Unless extended by written agreement with the complainant, the compliance officer shall prepare and send to the complainant a written **investigation** report, as described in the section "~~Final Written Decision~~ **Investigation Report**" below, within 60 calendar days of the district's receipt of the complaint. (5 CCR 4631)

For any complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, and bullying), the respondent shall be informed of any extension of the timeline agreed to by the complainant. The respondent also shall be sent the ~~district's final written decision~~ **investigation report** at the same time it is provided to the complainant.

OPTION 2:

Unless extended by written agreement with the complainant, ~~a final decision~~ **the investigation report** shall be sent to the complainant within 60 calendar days of the district's receipt of the complaint. Within 30 calendar days of receiving the complaint, the compliance officer shall prepare and send to the complainant a written report, as described in the section "~~Final Written Decision~~ **Investigation Report**" below. If the complainant is dissatisfied with the compliance officer's decision, the complainant may, within five business days, file the complaint in writing with the Board.

The Board may consider the matter at its next regular Board meeting or at a special Board meeting convened in order to meet the 60-day time limit within which the complaint must be answered. When required by law, the matter shall be considered in closed session. The Board may decide not to hear the complaint, in which case the compliance officer's decision shall be final.

AR 1312.3(l)

UNIFORM COMPLAINT PROCEDURES (continued)

(cf. 9321 - Closed Session)

If the Board hears the complaint, the compliance officer shall send the Board's decision to the complainant within 60 calendar days of the district's initial receipt of the complaint or within the time period that has been specified in a written agreement with the complainant. (5 CCR 4631)

For any complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, and bullying), the respondent shall be informed of any extension of the timeline agreed to by the complainant, shall be sent the district's ~~final written decision~~ **investigation report**, and, in the same manner as the complainant, may file a complaint with the Board if dissatisfied with the decision.

~~Final Written Decision~~ Investigation Report

Note: 5 CCR 4631**, as amended by Register 2020, No. 21,** ~~and guidance provided by OCR~~ specify components that should be part of the district's ~~decision~~ **investigation report**. Inclusion of these items will help protect the district's position in case of an appeal to CDE, a complaint submitted to OCR, or if litigation is filed.

For all complaints, the district's ~~final written decision~~ **investigation report** shall include: (5 CCR 4631)

1. The findings of fact based on the evidence gathered~~. In reaching a factual determination, the following factors may be taken into account:~~

~~a. Statements made by any witnesses~~

~~b. The relative credibility of the individuals involved~~

~~c. How the complaining individual reacted to the incident~~

~~d. Any documentary or other evidence relating to the alleged conduct~~

~~e. Past instances of similar conduct by any alleged offenders~~

~~f. Past false allegations made by the complainant~~

2. ~~The conclusion(s) of law~~ **A conclusion providing a clear determination for each allegation as to whether the district is in compliance with the relevant law**

~~3. Disposition of the complaint~~

~~4. Rationale for such disposition~~

UNIFORM COMPLAINT PROCEDURES (continued)

~~For complaints of retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the disposition of the complaint shall include a determination for each allegation as to whether retaliation or unlawful discrimination has occurred.~~

~~The determination of whether a hostile environment exists may involve consideration of the following:~~

~~a. The manner in which the misconduct affected one or more students' education~~

~~b. The type, frequency, and duration of the misconduct~~

~~c. The relationship between the alleged victim(s) and offender(s)~~

~~d. The number of persons engaged in the conduct and at whom the conduct was directed~~

~~e. The size of the school, location of the incidents, and context in which they occurred~~

~~f. Other incidents at the school involving different individuals~~

~~5.~~**3.** Corrective action(s) **whenever the district finds merit in the complaint**, including**, when required by law, a remedy to all affected students and parents/guardians and, for a student fees complaint, a remedy that complies with Education Code 49013 and 5 CCR 4600** ~~any actions that have been taken or will be taken to address the allegations in the complaint and including, with respect to a student fees complaint, a remedy that comports with Education Code 49013 and 5 CCR 4600~~

~~For complaints of unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the decision may, as required by law, include:~~

~~a. The corrective actions imposed on the respondent~~

~~b. Individual remedies offered or provided to the complainant or another person who was the subject of the complaint, but this information should not be shared with the respondent.~~

~~c. Systemic measures the school has taken to eliminate a hostile environment and prevent recurrence~~

UNIFORM COMPLAINT PROCEDURES (continued)

~~6.~~**4.** Notice of the complainant's ~~and respondent's~~ right to appeal the district's ~~decision~~ **investigation report** to CDE ~~within 15 calendar days, and procedures to be followed for initiating such an appeal~~**, except when the district has used the UCP to address a complaint not specified in 5 CCR 4610**

5. Procedures to be followed for initiating an appeal to CDE

The ~~decision~~ **investigation report** may also include follow-up procedures to prevent recurrence or retaliation and for reporting any subsequent problems.

Note: The Family Educational Rights and Privacy Act (FERPA) (20 USC 1232g; 34 CFR 99.1-99.67) protects student privacy, including student records containing details of the actions taken in response to a UCP complaint. However, pursuant to 20 USC 1221, FERPA may not "be construed to affect the applicability of Title VI of the Civil Rights Act of 1964, Title IX of Education Amendments of 1972, Title V of the Rehabilitation Act of 1973, the Age Discrimination Act, or other statutes prohibiting discrimination, to any applicable program." In February 2015, the Family Policy Compliance Office (FPCO~~), the federal agency which administers FERPA~~ **(now the Student Privacy Protection Office)**, released a letter concluding that FERPA permits a district to disclose to a student who was subjected to unlawful discrimination certain information about the sanctions imposed upon the offender when the sanctions directly relate to that student. Thus, if properly remedying the impact of discrimination would require disclosing to the alleged victim certain information on how the district disciplined the alleged student offender (e.g., an order that the alleged offender stay away from the alleged victim), FPCO interprets FERPA as allowing the district to disclose that information.

Given the potential liability from improperly disclosing such information, districts are advised to consult with legal counsel when presented with a situation where a victim of unlawful discrimination requests information about sanctions imposed upon the offender.

In consultation with district legal counsel, information about the relevant part of ~~a decision~~ **an investigation report** may be communicated to a victim who is not the complainant and to other parties who may be involved in implementing the ~~decision~~ **investigation report** or are affected by the complaint, as long as the privacy of the parties is protected. In a complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, and bullying), notice of the ~~district's decision~~ **investigation report** to the alleged victim shall include information about any sanction to be imposed upon the respondent that relates directly to the alleged victim.

Note: Education Code 48985 requires that reports sent to parents/guardians be written in their primary language when 15 percent or more of a school's enrolled students speak a single primary language other than English. During the FPM process, CDE staff will check to ensure compliance with this requirement. Based on Title VI of the Civil Rights Act of 1964, OCR requires districts to ensure meaningful access to all relevant UCP information for parents/guardians with limited English proficiency.

If the complaint involves a limited-English-proficient student or parent/guardian and the student involved is enrolled in a school at which 15 percent or more of the students speak a

single primary language other than English, then the ~~decision~~ **investigation report** shall also be translated into that language pursuant to Education Code 48985. In all other instances, the district shall ensure meaningful access to all relevant information for parents/guardians with limited English proficiency.

Note: During the FPM process, CDE staff will expect to see a statement detailing a complainant's right to pursue civil law remedies (i.e., action in a court of law) in addition to or in conjunction with the right to pursue administrative remedies from CDE.

For complaints alleging unlawful discrimination based on state law (such as discriminatory harassment, intimidation, and bullying), the ~~decision~~ **investigation report** shall also include a notice to the complainant that:

1. The complainant may pursue available civil law remedies outside of the district's complaint procedures, including seeking assistance from mediation centers or public/private interest attorneys, 60 calendar days after the filing of an appeal with CDE. (Education Code 262.3)

2. The 60 days moratorium does not apply to complaints seeking injunctive relief in state courts or to discrimination complaints based on federal law. (Education Code 262.3)

3. Complaints alleging discrimination based on race, color, national origin, sex, gender, disability, or age may also be filed with the U.S. Department of Education, Office for Civil Rights at www.ed.gov/ocr within 180 days of the alleged discrimination.

Corrective Actions

Note: The following section may be revised to reflect district practice.

When a complaint is found to have merit, the compliance officer shall adopt any appropriate corrective action permitted by law. Appropriate corrective actions that focus on the larger school or district environment may include, but are not limited to, actions to reinforce district policies; training for faculty, staff, and students; updates to school policies; or school climate surveys.

(cf. 5137 - Positive School Climate)

For complaints involving retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), appropriate remedies that may be offered to the victim but not communicated to the respondent may include, but are not limited to, the following:

1. Counseling

(cf. 6164.2 - Guidance/Counseling Services)

2. Academic support

3. Health services

4. Assignment of an escort to allow the victim to move safely about campus

5. Information regarding available resources and how to report similar incidents or retaliation

6. Separation of the victim from any other individuals involved, provided the separation does not penalize the victim

7. Restorative justice

8. Follow-up inquiries to ensure that the conduct has stopped and there has been no retaliation

For complaints involving retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), appropriate corrective actions that focus on a student offender may include, but are not limited to, the following:

1. Transfer from a class or school as permitted by law

2. Parent/guardian conference

3. Education regarding the impact of the conduct on others

4. Positive behavior support

5. Referral to a student success team

(cf. 6164.5 - Student Success Teams)

6. Denial of participation in extracurricular or cocurricular activities or other privileges as permitted by law

(cf. 6145 - Extracurricular and Cocurricular Activities)

7. Disciplinary action, such as suspension or expulsion, as permitted by law

(cf. 5144 - Discipline)
(cf. 5144.1 - Suspension and Expulsion/Due Process)

UNIFORM COMPLAINT PROCEDURES (continued)

When an employee is found to have committed retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the district shall take appropriate disciplinary action, up to and including dismissal, in accordance with applicable law and collective bargaining agreement.

(cf. 4118 - Dismissal/Suspension/Disciplinary Action)

(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

The district may also consider training and other interventions for the larger school community to ensure that students, staff, and parents/guardians understand the types of behavior that constitute unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), that the district does not tolerate it, and how to report and respond to it.

Note: Generally, when a complaint is found to have merit, an appropriate remedy is provided to the complainant or other affected person. However, in certain instances, the law may require a remedy to be provided to all affected persons, not just the complainant or subject of the complaint. For example, pursuant to Education Code 49013 and 5 CCR 4600, if the district, or CDE on appeal, finds merit in the complaint alleging noncompliance with the law regarding student fees and charges, the district is required to provide a remedy to all affected students and parents/guardians, as specified below. The same requirement applies to allegations of noncompliance with the LCAP requirements, pursuant to Education Code 52075, and to noncompliance with required instructional minutes for physical education, pursuant to Education Code 51222 and 51223. Districts that do not maintain elementary schools should delete reference to physical education below.

When a complaint is found to have merit, an appropriate remedy shall be provided to the complainant or other affected person.

However, if a complaint alleging noncompliance with the laws regarding student fees, deposits, and other charges, physical education instructional minutes, **courses without educational content,** or any requirement related to the LCAP is found to have merit, the district shall provide a remedy to all affected students and parents/guardians subject to procedures established by regulation of the State Board of Education. (Education Code 49013, 51222, 51223, 52075)

For complaints alleging noncompliance with the laws regarding student fees, the district shall attempt in good faith, by engaging in reasonable efforts, to identify and fully reimburse all affected students and parents/guardians who paid the unlawful student fees within one year prior to the filing of the complaint. (Education Code 49013; 5 CCR 4600)

Appeals to the California Department of Education

Note: 5 CCR 4632-4633 provide that complainants may appeal to CDE if they disagree with the district's decision on any matter within the scope of the UCP, as provided below. **As amended by Register 2020, No. 21, 5 CCR 4632 changes the timeline for filing an appeal to CDE from 15 calendar days to 30 calendar days.**

Any complainant who is dissatisfied with the district's ~~final written decision~~ **investigation report** on a complaint regarding any specified federal or state educational program subject to UCP may file an appeal in writing with CDE within ~~15~~ **30** calendar days of receiving the district's ~~decision~~ **investigation report**. (5 CCR 4632)

Note, 5 CCR 4632, as amended by Register 2020, No. 21, expands the bases upon which an appeal may be filed with CDE.

~~The complainant shall specify the basis for the appeal of the decision and how the facts of the district's decision are incorrect and/or the law has been misapplied.~~ The appeal shall be sent to CDE with a copy of the original locally filed complaint and a copy of the district's ~~decision in~~ **investigation report for** that complaint. The complainant shall specify **and explain** the basis for the appeal, including as least one of the following: (5 CCR 4632)

1. The district failed to follow its complaint procedures.

2. Relative to the allegations of the complaint, the district's investigation report lacks material findings of fact necessary to reach a conclusion of law.

3. The material findings of fact in the district's investigation report are not supported by substantial evidence.

4. The legal conclusion in the district's investigation report is inconsistent with the law.

5. In a case in which the district found noncompliance, the corrective actions fail to provide a proper remedy.

~~Note: Although not required pursuant to 5 CCR 4631-4633, OCR recommends that the right to appeal the district's decision to CDE be extended to the respondent to an allegation of unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) to ensure fairness for all parties involved. The following paragraphs reflect OCR's recommendation.~~

~~When a respondent in any complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, and bullying) is dissatisfied with the district's final written decision, the respondent, in the same manner as the complainant, may file an appeal with CDE.~~

Note: 5 CCR 4633, as amended by Register 2020, No. 21, requires the district to submit the following documents to CDE within 10 days after the district has been notified that an appeal has been filed. The district's failure to provide a timely and complete response may result in CDE ruling on the appeal without considering information from the district.

UNIFORM COMPLAINT PROCEDURES (continued)

Upon notification by CDE that the district's ~~decision~~ **investigation report** has been appealed, the Superintendent or designee shall forward the following documents to CDE **within 10 days of the date of notification**: (5 CCR 4633)

1. A copy of the original complaint

2. A copy of the ~~written decision~~ **district's investigation report**

~~3. A summary of the nature and extent of the investigation conducted by the district, if not covered by the decision~~

~~4.~~**3.** A copy of the investigation file including, but not limited to, all notes, interviews, and documents submitted by the parties and gathered by the investigator

~~5.~~**4.** A report of any action taken to resolve the complaint

~~6.~~**5.** A copy of the district's UCP

~~7.~~**6.** Other relevant information requested by CDE

Note: Pursuant to 5 CCR 4632, as amended by Register 2020, No. 21, if CDE determines that the district's investigation report failed to address an allegation raised by the complaint and subject to the UCP process, CDE will notify the district and direct the district to investigate and address such allegation(s) as follows.

If notified by CDE that the district's investigation report failed to address allegation(s) raised by the complaint, the district shall, within 20 days of the notification, provide CDE and the appellant with an amended investigation report that addresses the allegation(s) that were not addressed in the original investigation report. The amended report shall also inform the appellant of the right to separately appeal the amended report with respect to the allegation(s) that were not addressed in the original report. (5 CCR 4632)

Note: **Pursuant to 5 CCR 4633, CDE is required to issue a written decision regarding the appeal within 60 days of CDE's receipt of the appeal, unless extended by written agreement with the appellant or documentation by CDE of exceptional circumstances. Within 30 days of the appeal decision, either party may request reconsideration by the Superintendent of Public Instruction or designee.**

Pursuant to 5 CCR 4650, CDE may directly intervene in a complaint without waiting for action by the district when certain conditions exist, including the following: (1) the complaint alleges failure to comply with the UCP, including failure to follow the required timelines and failure to implement the final ~~written decision~~ **investigation report**; (2) the complainant requires anonymity due to the possibility of retaliation and would suffer immediate and irreparable harm if a complaint was filed and the complainant was named; **or** (3) the complainant would suffer immediate and irreparable harm as a result of an application of a

districtwide policy that is in conflict with state or federal law and that filing a complaint would be futile.~~; (4) the complainant alleges failure to comply with the due process procedures established pursuant to special education law and regulation to implement a due process hearing order; (5) the complainant alleges facts that indicate that one or more students may be in immediate physical danger or that the health, safety, or welfare of one or more students is threatened; or (6) the complainant alleges failure to follow a student's individualized education program.~~

Health and Safety Complaints in Licensed-Exempt Preschool Programs

Note: The following section is for use by districts that operate any license-exempt CSPP program. Education Code 8235.5 **mandates** districts to adopt policies and procedures for resolving complaints regarding specified health and safety issues in a license-exempt CSPP program. **Pursuant to Education Code 8235.5, the district must use the UCP, with modifications as necessary, to resolve such complaints. Pursuant to 5 CCR 4610, as amended by Register 2020, No. 21, such complaints must be addressed through the procedures described in 5 CCR 4690-4694.**

See the accompanying exhibits for a sample classroom notice and complaint form.

Any complaint regarding health or safety issues in a license-exempt CSPP program shall be addressed through the procedures described in 5 CCR 4690-4694.

In each license-exempt CSPP classroom, a notice shall be posted notifying parents/guardians, students, and teachers of the health and safety requirements of Title 5 regulations that apply to CSPP programs pursuant to Health and Safety Code 1596.7925 and the location at which to obtain a form to file any complaint alleging noncompliance with those requirements. (Education Code 8235.5; **5 CCR 4690**)

The district's annual UCP notification distributed pursuant to 5 CCR 4622 shall clearly indicate which of its CSPP programs are operating as exempt from licensing and which CSPP programs are operating pursuant to requirements under Title 22 of the Code of Regulations. (5 CCR 4691)

Any complaint regarding specified health or safety issues in a license-exempt CSPP program shall be filed with the preschool program administrator or designee, and may be filed anonymously. The complaint form shall specify the location for filing the complaint and shall contain a space to indicate whether the complainant desires a response to the complaint. If it is determined that the complaint is beyond the authority of the preschool program administrator, the matter shall be forwarded to the Superintendent or designee in a timely manner, not to exceed 10 working days, for resolution. (Education Code 8235.5**; 5 CCR 4690**)

Investigation of a complaint regarding health or safety issues in a license-exempt CSPP program shall begin within 10 days of receipt of the complaint. (Education Code 8235.5**; 5 CCR 4692**)

UNIFORM COMPLAINT PROCEDURES (continued)

The preschool administrator or designee shall remedy a valid complaint within a reasonable time period not to exceed 30 working days from the date the complaint was received. If the complainant has indicated on the complaint form a desire to receive a response to the complaint, the preschool administrator or Superintendent's designee shall**,** within 45 working days of the initial filing of the complaint**,** report the resolution of the complaint to the complainant **and CDE's assigned field consultant** ~~within 45 working days of the initial filing of the complaint~~. If the preschool administrator makes this report, the information shall be reported at the same time to the Superintendent or designee. ~~If a complainant is not satisfied with the resolution of a complaint, the complainant has the right to describe the complaint to the Board at a regularly scheduled meeting.~~ (Education Code 8235.5**; 5 CCR 4692**)

~~Note: Pursuant to Education Code 8235.5, a complainant who is not satisfied with the district's decision related to a complaint of health and safety conditions in a CSPP program may appeal to the Superintendent of Public Instruction. The law does not provide a timeline for filing the appeal, but the 2020-21 FPM instrument provides a timeline of 30 days.~~

~~A complainant may file a written appeal of the district's decision to CDE in accordance with 5 CCR 4632. (Education Code 8235.5)~~

~~Any such appeal shall be filed within 30 days of receiving the decision.~~

If a complainant is not satisfied with the resolution of a complaint, the complainant has the right to describe the complaint to the Board at a regularly scheduled meeting **and, within 30 days of the date of the written report, may file a written appeal of the district's decision to the Superintendent of Public Instruction in accordance with 5 CCR 4632. (Education Code 8235.5; 5 CCR 4693, 4694)**

~~Note: The following paragraph reflects a requirement of the 2020-21 FPM instrument.~~

On a quarterly basis, the Superintendent or designee shall report summarized data on the nature and resolution of all CSPP health and safety complaints, including the number of complaints by general subject area with the number of resolved and unresolved complaints, to the Board at a regularly scheduled Board meeting and to the County Superintendent of Schools. **(5 CCR 4693)**

Policy Reference UPDATE Service
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Regulation 1312.3: Uniform Complaint Procedures

Status: ADOPTED

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

Except as the Governing Board may otherwise specifically provide in other district policies, these uniform complaint procedures (UCP) shall be used to investigate and resolve only the complaints specified in BP 1312.3.

Compliance Officers

The district designates the individual(s), position(s), or unit(s) identified below as responsible for coordinating the district's response to complaints and for complying with state and federal civil rights laws. The individual(s), position(s), or unit(s) also serve as the compliance officer(s) specified in AR 5145.3 - Nondiscrimination/Harassment responsible for handling complaints regarding unlawful discrimination (such as discriminatory harassment, intimidation, or bullying). The compliance officer(s) shall receive and coordinate the investigation of complaints and shall ensure district compliance with law.

Executive Director of Human Resources
Human Resources
4350 Otay Mesa Road
San Ysidro, CA 92173
(619) 428-4476

The compliance officer who receives a complaint may assign another compliance officer to investigate and resolve the complaint. The compliance officer shall promptly notify the complainant and respondent, if applicable, if another compliance officer is assigned to the complaint.

In no instance shall a compliance officer be assigned to a complaint in which the compliance officer has a bias or conflict of interest that would prohibit the fair investigation or resolution of the complaint. Any complaint against a compliance officer or that raises a concern about the compliance officer's ability to investigate the complaint fairly and without bias shall be filed with the Superintendent or designee who shall determine how the complaint will be investigated.

The Superintendent or designee shall ensure that employees assigned to investigate and resolve complaints receive training and are knowledgeable about the laws and programs at issue in the complaints to which they are assigned. Training provided to such employees shall cover current state and federal laws and regulations governing the program, applicable processes for investigating and resolving complaints, including those alleging unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), applicable standards for reaching decisions on complaints, and appropriate corrective measures. Assigned employees may have access to legal counsel as determined by the Superintendent or designee.

The compliance officer or, if necessary, any appropriate administrator shall determine whether interim measures are necessary during and pending the result of an investigation. If interim measures are determined to be necessary, the compliance officer or the administrator shall consult with the Superintendent, the Superintendent's designee, or, if appropriate, the site principal to implement one or more interim measures. The interim measures shall remain in place until the compliance officer determines that they are no longer necessary or until the district issues its final written decision, whichever occurs first.

Notifications

The district's UCP policy and administrative regulation shall be posted in all district schools and offices, including staff lounges and student government meeting rooms. (Education Code 234.1)

In addition, the Superintendent or designee shall annually provide written notification of the district's UCP to students, employees, parents/guardians of district students, district advisory committee members, school advisory committee members, appropriate private school officials or representatives, and other interested parties. (5 CCR 4622)

The notice shall include:

1. A statement that the district is primarily responsible for compliance with federal and state laws and regulations, including those related to prohibition of unlawful discrimination, harassment, intimidation, or bullying against any protected group and all programs and activities that are subject to UCP as identified in the section "Complaints Subject to UCP" in the accompanying Board policy

2. A statement that a complaint regarding student fees or the local control and accountability plan (LCAP) may be filed anonymously if the complainant provides evidence or information leading to evidence to support the complaint

3. A statement that a student enrolled in a public school shall not be required to pay a fee for participation in an educational activity that constitutes an integral fundamental part of the district's educational program, including curricular and extracurricular activities

4. A statement that a complaint regarding student fees must be filed no later than one year from the date the alleged violation occurred

5. A statement that the district will post a standardized notice of the educational rights of foster youth, homeless students, former juvenile court school students now enrolled in the district, children of military families, migrant students, and immigrant students enrolled in a newcomer program, as specified in Education Code 48853, 48853.5, 49069.5, 51225.1, and 51225.2, and the complaint process

6. Identification of the responsible staff member(s), position(s), or unit(s) designated to receive complaints

7. A statement that complaints will be investigated in accordance with the district's UCP and a written decision will be sent to the complainant within 60 days from the receipt of the complaint, unless this time period is extended by written agreement of the complainant

8. A statement that the complainant has a right to appeal the district's decision to CDE by filing a written appeal, including a copy of the original complaint and the district's decision, within 15 days of receiving the district's decision

9. A statement advising the complainant of any civil law remedies, including, but not limited to, injunctions, restraining orders, or other remedies or orders that may be available under state or federal antidiscrimination laws, if applicable

10. A statement that copies of the district's UCP are available free of charge

The annual notification, complete contact information of the compliance officer(s), and information related to Title IX as required pursuant to Education Code 221.61 shall be posted on the district web site and may be provided through district-supported social media, if available.

The Superintendent or designee shall ensure that all students and parents/guardians, including students and parents/guardians with limited English proficiency, have access to the relevant information provided in the district's policy, regulation, forms, and notices concerning the UCP.

If 15 percent or more of students enrolled in a particular district school speak a single primary language other than English, the district's policy, regulation, forms, and notices concerning the UCP shall be translated into that language, in accordance with Education Code 234.1 and 48985. In all other instances, the district shall ensure meaningful access to all relevant UCP information for parents/guardians with limited English proficiency.

Filing of Complaints

The complaint shall be presented to the compliance officer who shall maintain a log of complaints received, providing each with a code number and a date stamp.

All complaints shall be filed in writing and signed by the complainant. If a complainant is unable to put a complaint in writing due to conditions such as a disability or illiteracy, district staff shall assist in the filing of the complaint. (5 CCR 4600)

Complaints shall also be filed in accordance with the following rules, as applicable:

1. A complaint alleging district violation of applicable state or federal law or regulations governing the programs specified in the accompanying Board policy (item #1 of the section "Complaints Subject to UCP") may be filed by any individual, public agency, or organization. (5 CCR 4630)

2. Any complaint alleging noncompliance with law regarding the prohibition against student fees, deposits, and charges or any requirement related to the LCAP may be filed anonymously if the complaint provides evidence, or information leading to evidence, to support an allegation of noncompliance. A complaint about a violation of the prohibition against the charging of unlawful student fees may be filed with the principal of the school or with the Superintendent or designee. However, any such complaint shall be filed no later than one year from the date the alleged violation occurred. (Education Code 49013, 52075; 5 CCR 4630)

3. A complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) may be filed only by persons who allege that they have personally suffered unlawful discrimination or who believe that an individual or any specific class of individuals has been subjected to unlawful discrimination. The complaint shall be initiated no later than six months from the date that the alleged unlawful discrimination occurred, or six months from the date that the complainant first obtained knowledge of the facts of the alleged unlawful discrimination. The time for filing may be extended for up to 90 days by the Superintendent or designee for good cause upon written request by the complainant setting forth the reasons for the extension. (5 CCR 4630)

4. When a complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) is filed anonymously, the compliance officer shall pursue an investigation or other response as appropriate, depending on the specificity and reliability of the information provided and the seriousness of the allegation.

5. When the complainant of unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) or the alleged victim, when not the complainant, requests confidentiality, the compliance officer shall inform the complainant or victim that the request may limit the district's ability to investigate the conduct or take other necessary action. When honoring a request for confidentiality, the district shall nevertheless take all reasonable steps to investigate and resolve/respond to the complaint consistent with the request.

Investigation of Complaint

Within 10 business days after the compliance officer receives the complaint, the compliance officer shall begin an investigation into the complaint.

Within one business day of initiating the investigation, the compliance officer shall provide the complainant and/or the complainant's representative with the opportunity to present the information contained in the complaint to the compliance officer and shall notify the complainant and/or representative of the opportunity to present the compliance officer with any evidence, or information leading to evidence, to support the allegations in the complaint. Such evidence or information may be presented at any time during the investigation.

In conducting the investigation, the compliance officer shall collect all available documents and review all available records, notes, or statements related to the complaint, including any additional evidence or information received from the parties during the course of the investigation. The compliance officer shall individually interview all available witnesses with information pertinent to the complaint, and may visit any reasonably accessible location where the relevant actions are alleged to have taken place. At appropriate intervals, the compliance officer shall inform both parties of the status of the investigation.

To investigate a complaint alleging retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the compliance officer shall interview the alleged victim(s), any alleged offenders, and other relevant witnesses privately, separately, and in a confidential manner. As necessary, additional staff or legal counsel may conduct or support the investigation.

A complainant's refusal to provide the district's investigator with documents or other evidence related to the allegations in the complaint, failure or refusal to cooperate in the investigation, or engagement in any other obstruction of the investigation may result in the dismissal of the complaint because of a lack of evidence to support the allegation. Similarly, a respondent's refusal to provide the district's investigator with documents or other evidence related to the allegations in the complaint, failure or refusal to cooperate in the investigation, or engagement in any other obstruction of the investigation may result in a finding, based on evidence collected, that a violation has occurred and in the imposition of a remedy in favor of the complainant. (5 CCR 4631)

In accordance with law, the district shall provide the investigator with access to records and other information related to the allegation in the complaint and shall not in any way obstruct the investigation. Failure or refusal of the district to cooperate in the investigation may result in a finding based on evidence collected that a violation has occurred and in the imposition of a remedy in favor of the complainant. (5 CCR 4631)

Timeline for Final Decision

Unless extended by written agreement with the complainant, the compliance officer shall prepare and send to the complainant a written report, as described in the section "Final Written Decision" below, within 60 calendar days of the district's receipt of the complaint. (5 CCR 4631)

For any complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, and bullying), the respondent shall be informed of any extension of the timeline agreed to by the complainant. The respondent also shall be sent the district's final written decision at the same time it is provided to the complainant.

Final Written Decision

For all complaints, the district's final written decision shall include: (5 CCR 4631)

1. The findings of fact based on the evidence gathered. In reaching a factual determination, the following factors may be taken into account:
    a. Statements made by any witnesses
    b. The relative credibility of the individuals involved
    c. How the complaining individual reacted to the incident
    d. Any documentary or other evidence relating to the alleged conduct
    e. Past instances of similar conduct by any alleged offenders
    f. Past false allegations made by the complainant
2. The conclusion(s) of law
3. Disposition of the complaint
4. Rationale for such disposition

    For complaints of retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the disposition of the complaint shall include a determination for each allegation as to whether retaliation or unlawful discrimination has occurred.

    The determination of whether a hostile environment exists may involve consideration of the following:

    a. The manner in which the misconduct affected one or more students' education
    b. The type, frequency, and duration of the misconduct

c. The relationship between the alleged victim(s) and offender(s)

d. The number of persons engaged in the conduct and at whom the conduct was directed

e. The size of the school, location of the incidents, and context in which they occurred

f. Other incidents at the school involving different individuals

5. Corrective action(s), including any actions that have been taken or will be taken to address the allegations in the complaint and including, with respect to a student fees complaint, a remedy that comports with Education Code 49013 and 5 CCR 4600

   For complaints of unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the decision may, as required by law, include:

   a. The corrective actions imposed on the respondent

   b. Individual remedies offered or provided to the complainant or another person who was the subject of the complaint, but this information should not be shared with the respondent.

   c. Systemic measures the school has taken to eliminate a hostile environment and prevent recurrence
6. Notice of the complainant's and respondent's right to appeal the district's decision to CDE within 15 calendar days, and procedures to be followed for initiating such an appeal

The decision may also include follow-up procedures to prevent recurrence or retaliation and for reporting any subsequent problems.

In consultation with district legal counsel, information about the relevant part of a decision may be communicated to a victim who is not the complainant and to other parties who may be involved in implementing the decision or are affected by the complaint, as long as the privacy of the parties is protected. In a complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, and bullying), notice of the district's decision to the alleged victim shall include information about any sanction to be imposed upon the respondent that relates directly to the alleged victim.

If the complaint involves a limited-English-proficient student or parent/guardian and the student involved is enrolled in a school at which 15 percent or more of the students speak a single primary language other than English, then the decision shall also be translated into that language pursuant to Education Code 48985. In all other instances, the district shall ensure meaningful access to all relevant information for parents/guardians with limited English proficiency.

For complaints alleging unlawful discrimination based on state law (such as discriminatory harassment, intimidation, and bullying), the decision shall also include a notice to the complainant that:

1. The complainant may pursue available civil law remedies outside of the district's complaint procedures, including seeking assistance from mediation centers or public/private interest attorneys, 60 calendar days after the filing of an appeal with CDE. (Education Code 262.3)

2. The 60 days moratorium does not apply to complaints seeking injunctive relief in state courts or to discrimination complaints based on federal law. (Education Code 262.3)

3. Complaints alleging discrimination based on race, color, national origin, sex, gender, disability, or age may also be filed with the U.S. Department of Education, Office for Civil Rights at www.ed.gov/ocr within 180 days of the alleged discrimination.

Corrective Actions

When a complaint is found to have merit, the compliance officer shall adopt any appropriate corrective action

permitted by law. Appropriate corrective actions that focus on the larger school or district environment may include, but are not limited to, actions to reinforce district policies; training for faculty, staff, and students; updates to school policies; or school climate surveys.

For complaints involving retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), appropriate remedies that may be offered to the victim but not communicated to the respondent may include, but are not limited to, the following:

1. Counseling
2. Academic support
3. Health services
4. Assignment of an escort to allow the victim to move safely about campus
5. Information regarding available resources and how to report similar incidents or retaliation
6. Separation of the victim from any other individuals involved, provided the separation does not penalize the victim
7. Restorative justice
8. Follow-up inquiries to ensure that the conduct has stopped and there has been no retaliation

For complaints involving retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), appropriate corrective actions that focus on a student offender may include, but are not limited to, the following:

1. Transfer from a class or school as permitted by law
2. Parent/guardian conference
3. Education regarding the impact of the conduct on others
4. Positive behavior support
5. Referral to a student success team
6. Denial of participation in extracurricular or cocurricular activities or other privileges as permitted by law
7. Disciplinary action, such as suspension or expulsion, as permitted by law

When an employee is found to have committed retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the district shall take appropriate disciplinary action, up to and including dismissal, in accordance with applicable law and collective bargaining agreement.

The district may also consider training and other interventions for the larger school community to ensure that students, staff, and parents/guardians understand the types of behavior that constitute unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), that the district does not tolerate it, and how to report and respond to it.

When a complaint is found to have merit, an appropriate remedy shall be provided to the complainant or other affected person.

However, if a complaint alleging noncompliance with the laws regarding student fees, deposits, and other charges, physical education instructional minutes, or any requirement related to the LCAP is found to have merit, the district shall provide a remedy to all affected students and parents/guardians subject to procedures established by regulation of the State Board of Education. (Education Code 49013, 51222, 51223, 52075)

For complaints alleging noncompliance with the laws regarding student fees, the district shall attempt in good faith,

by engaging in reasonable efforts, to identify and fully reimburse all affected students and parents/guardians who paid the unlawful student fees within one year prior to the filing of the complaint. (Education Code 49013; 5 CCR 4600)

Appeals to the California Department of Education

Any complainant who is dissatisfied with the district's final written decision on a complaint regarding any specified federal or state educational program subject to UCP may file an appeal in writing with CDE within 15 calendar days of receiving the district's decision. (5 CCR 4632)

The complainant shall specify the basis for the appeal of the decision and how the facts of the district's decision are incorrect and/or the law has been misapplied. The appeal shall be sent to CDE with a copy of the original locally filed complaint and a copy of the district's decision in that complaint. (5 CCR 4632)

When a respondent in any complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, and bullying) is dissatisfied with the district's final written decision, the respondent, in the same manner as the complainant, may file an appeal with CDE.

Upon notification by CDE that the district's decision has been appealed, the Superintendent or designee shall forward the following documents to CDE: (5 CCR 4633)

1. A copy of the original complaint
2. A copy of the written decision
3. A summary of the nature and extent of the investigation conducted by the district, if not covered by the decision
4. A copy of the investigation file including, but not limited to, all notes, interviews, and documents submitted by the parties and gathered by the investigator
5. A report of any action taken to resolve the complaint
6. A copy of the district's UCP
7. Other relevant information requested by CDE

Health and Safety Complaints in California State Preschool Program

In each license-exempt CSPP classroom, a notice shall be posted notifying parents/guardians, students, and teachers of the health and safety requirements of Title 5 regulations that apply to CSPP programs pursuant to Health and Safety Code 1596.7925 and the location at which to obtain a form to file any complaint alleging noncompliance with those requirements. (Education Code 8235.5)

Any complaint regarding specified health or safety issues in a license-exempt CSPP program shall be filed with the preschool program administrator or designee, and may be filed anonymously. The complaint form shall specify the location for filing the complaint and shall contain a space to indicate whether the complainant desires a response to the complaint. If it is determined that the complaint is beyond the authority of the preschool program administrator, the matter shall be forwarded to the Superintendent or designee in a timely manner, not to exceed 10 working days, for resolution. (Education Code 8235.5)

Investigation of a complaint regarding health or safety issues in a license-exempt CSPP program shall begin within 10 days of receipt of the complaint. (Education Code 8235.5)

The preschool administrator or designee shall remedy a valid complaint within a reasonable time period not to exceed 30 working days from the date the complaint was received. If the complainant has indicated on the complaint form a desire to receive a response to the complaint, the preschool administrator or Superintendent's designee shall report the resolution of the complaint to the complainant within 45 working days of the initial filing of the complaint.

If the preschool administrator makes this report, the information shall be reported at the same time to the Superintendent or designee. If a complainant is not satisfied with the resolution of a complaint, the complainant has the right to describe the complaint to the Board at a regularly scheduled meeting. (Education Code 8235.5)

A complainant may file a written appeal of the district's decision to CDE in accordance with 5 CCR 4632. (Education Code 8235.5)

Any such appeal shall be filed within 30 days of receiving the decision.

On a quarterly basis, the Superintendent or designee shall report summarized data on the nature and resolution of all CSPP health and safety complaints, including the number of complaints by general subject area with the number of resolved and unresolved complaints, to the Board at a regularly scheduled Board meeting and to the County Superintendent of Schools.

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

State References	Description
2 CCR 11023	Harassment and discrimination prevention and correction
5 CCR 15580-15584	Child nutrition programs complaint procedures
5 CCR 3200-3205	Special education compliance complaints
5 CCR 4600-4670	Uniform complaint procedures
5 CCR 4680-4687	Williams uniform complaint procedures
5 CCR 4690-4694	Complaints regarding health and safety issues in license-exempt preschool programs
5 CCR 4900-4965	Nondiscrimination in elementary and secondary education programs
Ed. Code 200-262.4	Educational equity; prohibition of discrimination on the basis of sex
Ed. Code 18100-18203	School libraries
Ed. Code 32221.5	Insurance for athletic team members
Ed. Code 32280-32289	School safety plans
Ed. Code 35186	Williams uniform complaint procedures
Ed. Code 46015	Parental leave for students
Ed. Code 48853-48853.5	Foster youth
Ed. Code 48985	Notices in language other than English
Ed. Code 49010-49014	Student fees
Ed. code 49060-49079	Student records
Ed. Code 49069.5	Records of foster youth
Ed. Code 49490-49590	Child nutrition programs
Ed. Code 49701	Interstate Compact on Educational Opportunity for Military Children
Ed. Code 51210	Courses of study grades 1-6
Ed. Code 51222	Physical education
Ed. Code 51223	Physical education, elementary schools
Ed. Code 51225.1-51225.2	Foster youth, homeless children, former juvenile court school students; course credits; graduation requirements
Ed. Code 51226-51226.1	Career technical education

Ed. Code 51228.1-51228.3	Course periods without educational content
Ed. Code 52059.5	Statewide system of support
Ed. Code 52060-52077	Local control and accountability plan
Ed. Code 52075	Complaint for lack of compliance with local control and accountability plan requirements
Ed. Code 52300-52462	Career technical education
Ed. Code 52500-52616.24	Adult schools
Ed. Code 54400-54425	Compensatory education programs
Ed. Code 54440-54445	Migrant education
Ed. Code 54460-54529	Compensatory education programs
Ed. Code 59000-59300	Special schools and centers
Ed. Code 64000-64001	Consolidated application process; school plan for student achievement
Ed. Code 65000-65001	School site councils
Ed. Code 8200-8498	Child care and development programs
Ed. Code 8500-8538	Adult basic education
Gov. Code 11135	Nondiscrimination in programs or activities funded by state
Gov. Code 11135	Discrimination
Gov. Code 12900-12996	Fair Employment and Housing Act
H&S Code 1596.792	California Child Day Care Act; general provisions and definitions
H&S Code 1596.7925	California Child Day Care Act; health and safety regulations
Pen. Code 422.55	Hate crime; definition
Pen. Code 422.6	Interference with constitutional right or privilege

Federal References	**Description**
20 USC 1221	Application of laws
20 USC 1232g	Family Educational Rights and Privacy Act (FERPA) of 1974
20 USC 1681-1688	Title IX of the Education Amendments of 1972
20 USC 6301-6576	Title I Improving the Academic Achievement of the Disadvantaged
20 USC 6801-7014	Title III language instruction for limited English proficient and immigrant students
28 CFR 35.107	Nondiscrimination on basis of disability; complaints
29 USC 794	Rehabilitation Act of 1973, Section 504
34 CFR 100.3	Prohibition of discrimination on basis of race, color or national origin
34 CFR 104.7	Designation of responsible employee for Section 504
34 CFR 106.1-106.82	Nondiscrimination on the basis of sex in education programs
34 CFR 106.8	Designation of responsible employee for Title IX
34 CFR 106.9	Notification of nondiscrimination on basis of sex
34 CFR 110.25	Notification of nondiscrimination on the basis of age
34 CFR 99.1-99.67	Family Educational Rights and Privacy Act
42 USC 11431-11435	McKinney-Vento Homeless Assistance Act
42 USC 12101-12213	Title II equal opportunity for individuals with disabilities
42 USC 2000d-2000e-17	Title VI and Title VII Civil Rights Act of 1964, as amended
42 USC 2000h-2-2000h-6	Title IX of the Civil Rights Act of 1964

42 USC 6101-6107	Age Discrimination Act of 1975

Management Resources References	**Description**
CA DOE Publication	Sample UCP Board Policies and Procedures
California Department of Education Publication	Uniform Complaint Procedure 2020-21 Program Instrument
U.S. DOE, Office For Civil Rights Publication	Dear Colleague Letter: Title IX Coordinators, April 2015
U.S. DOE, Office For Civil Rights Publication	Dear Colleague Letter, September 22, 2017
U.S. DOE, Office for Civil Rights Publication	Dear Colleague Letter: Responding to Bullying of Students with Disabilities, October 2014
U.S. DOE, Office for Civil Rights Publication	Dear Colleague Letter: Harassment and Bullying, October 2010
U.S. DOE, Office for Civil Rights Publication	Revised Sexual Harassment Guidance: Harassment of Students by School Employees, Other Students, or Third Parties, January 2001
U.S. DOJ Publication	Guidance to Federal Financial Assistance Recipients Regarding Title VI, 2002
Website	U.S. Department of Justice
Website	CSBA
Website	California Department of Education
Website	U.S. Department of Education, Office for Civil Rights

Cross References	**Description**
0410	Nondiscrimination In District Programs And Activities
0420	School Plans/Site Councils
0420	School Plans/Site Councils
0430	Comprehensive Local Plan For Special Education
0430	Comprehensive Local Plan For Special Education
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
0470	COVID-19 Mitigation Plan
1100	Communication With The Public
1113	District And School Web Sites
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9321-B	Closed Session
9322-B	Agenda/Meeting Materials

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: March 11, 2021

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

FROM:
Business Services
Marilyn Adrianze,
Chief Business Official

☐ Informational
☒ Action

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

BACKGROUND INFORMATION:

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

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

Below is the list of new and revised 5000 series Board Policies (BP) and Administrative Regulations (AR):

- BP 3280 - Sale or Lease of District-Owned Real Property
- Revised BP/AR 3530 - Risk Management/Insurance
- BP 3555 - Nutrition Program Compliance
- NEW: Exhibit 3555 - Nutrition Program Compliance

RECOMMENDATION:
Approve First Reading and Adoption of New and Revised Board Policies and Administrative Regulations and Exhibit 3000 series: Board Policy 3280 - Sale or Lease of District-Owned Real Property, Revised Administrative Regulation 3350 - Risk Management/Insurance, Board Policy 3555 - Nutritional Program Compliance and New Exhibit 3555 - Nutrition Program Compliance.

LCAP GOAL AND ACTION/SERVICE (please indicate):

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

Financial Implications? ☐ Yes ☒ No

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

Requisition #

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

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

SALE OR LEASE OF DISTRICT-OWNED REAL PROPERTY

Note: The following optional policy and accompanying administrative regulation detail the procedures that govern the district's sale or lease of surplus real property.

~~When district properties are not being utilized for school purposes after specific time periods, Education Code 17219-17224 authorize the State Allocation Board (SAB) to charge an "unused site fee." For further information regarding non-use payments, see the Office of Public School Construction's Unused Site Program Handbook.~~

Education Code 17455 authorizes the sale, or lease ~~of~~ **for** up to 99 years, of any district real property together with any personal property located thereon without ~~taking a vote of the electors of the district~~ **approval of the voters within the district**. To do so, the property must not or will not be needed by the district and the district must follow the procedures ~~under~~ **stated in** Education Code 17387-17391.

Pursuant to Education Code 17219, when the district has not used a previously used site for school purposes within the preceding five years, or has not used a newly acquired site within five years of acquisition for any of grades K-8 or seven years of acquisition for any of grades 7-12, the State Allocation Board (SAB) is authorized to charge an "unused site fee" pursuant to Education Code 17219-17224. For further information regarding non-use payments, see the Office of Public School Construction's Unused Site Program Handbook.

The Governing Board believes that district facilities and resources should be utilized in an economical and practical manner. The Superintendent or designee shall periodically study the current and projected use of all district facilities to ensure the efficient utilization of space for the effective delivery of instruction.

(cf. 1330 - Use of School Facilities)
(cf. 7110 - Facilities Master Plan)
(cf. 7111 - Evaluating Existing Buildings)
(cf. 7160 - Charter School Facilities)

Note: Pursuant to Education Code 17387-17391, before surplus real property is sold or leased, the Governing Board must appoint an advisory committee to advise the Board on the disposition of such property. Education Code 17388 and 17391 establish exceptions from this requirement. ~~for rentals not exceeding 30 days, and for the lease or rental of a district facility to a private educational institution for the purpose of offering summer school. In addition, Education Code 17391, as amended by AB 1157 (Ch. 717, Statutes of 2017), provides that an advisory committee need not be appointed prior to the sale, lease, or rental of excess real property if it is to be used for teacher or other employee housing.~~ **As amended by SB 820 (Ch. 110, Statutes of 2020), Education Code 17391 adds an exception, until July 1, 2024, for the sale or lease of property that has not previously operated, or was not constructed to be operated, as an early childhood education facility or a school for elementary or secondary instruction.**

Education Code 17389 requires that the advisory committee be representative of specific groups within the community and be composed of not less than seven nor more than 11 members (commonly referred to as a "7-11 committee"). See the accompanying administrative regulation for further information on the composition and duties of this committee.

SALE OR LEASE OF DISTRICT-OWNED REAL PROPERTY (continued)

Prior to the sale or lease of any surplus real property, t~~T~~he Board shall appoint a district advisory committee ~~prior to the sale or lease of any surplus real property~~ to advise the Board regarding the use or disposition of

schools or school building space which is not needed for school purposes. ~~Rentals of surplus property not exceeding 30 days are exempted from this requirement. When the sale, lease, or rental of surplus property is for the purpose of teacher or other employee housing or for the offering of summer school by a private educational institution, t~~The Board may elect not to appoint a district advisory committee~~.~~ **for any of the following:** (Education Code ~~17387~~**17388,** 17391)

1. A rental of property for a period of time not exceeding 30 days

2. A lease or rental of surplus property to a private educational institution for the purpose of offering summer school

3. A sale, lease, or rental of surplus property to be used for teacher or other employee housing

4. **Until July 1, 2024, a sale or lease of surplus property that has not previously operated, or was not constructed to be operated, as an early childhood education facility or a school for elementary or secondary instruction**

(cf. 1220 - Citizen Advisory Committees)

Note: Pursuant to Government Code 65402, if the county or city has adopted a general plan which is applicable in the area where the district property is located, the district must notify the county or city planning agency of the location, purpose, and extent of the proposed disposition of district property so that the agency can determine and report on the extent to which the disposition conforms with the local planning agency's general plan. The planning agency has 40 days during which it may raise objections. If objections are not raised within 40 days, the lack of response is deemed to be a finding that the district's proposed disposition of the property is in conformity with the local planning agency's adopted general plan.

In addition, to ensure that the proposed disposition of the property conforms with any general plan adopted by ~~If~~ the local planning agency ~~has adopted a general plan~~ that affects or includes the area where the surplus property is located, the Board shall submit a report to the local planning agency describing the location of the surplus property and the purpose and extent of the proposed sale or lease. (Government Code 65402)

Note: When proposing the sale or lease of surplus property, the district must also comply with Public Resources Code 21000-21177 (the California Environmental Quality Act) (CEQA), when applicable. Pursuant to 14 CCR 15061, the sale or lease of property is exempt from detailed CEQA review if there is no possibility that the sale or lease will have a significant environmental effect. In such cases, the district must adopt a notice of exemption in accordance with 14 CCR 14062.

The Board shall determine whether the sale or lease of the surplus property is subject to review under the California Environmental Quality Act. (Public Resources Code 21000-21177; 14 CCR 15061-15062)

Note: Pursuant to Government Code 54956.8, the Board may hold a closed session for real property negotiations, including the sale or lease of property by the district. An Attorney General opinion (94 Ops.Cal.Atty.Gen. 82 (2011)) has concluded that only three subjects related to real property negotiations may be considered in closed session: (1) the amount of consideration the local agency is willing to pay or accept in exchange for the real property rights to be acquired or transferred; (2) the form, manner, and timing of how that consideration will be paid; and (3) items that are essential to arriving at the authorized price and payment terms. See BB 9321 - Closed Session.

The Board may meet in closed session with its real property negotiator prior to the sale or lease of real property by the district in order to grant its negotiator authority regarding the minimum price or rent and terms of the sale or lease. (Government Code 54956.8)

(cf. 9321 - Closed Session)

Note: When a district is selling any surplus property or leasing it with an option to purchase, Education Code 17464 lists the public entities that must be given priority to lease or purchase the property and the types of notice that the district must provide such entities before disposing of the property. Under certain circumstances, districts may also need to comply with the Naylor Act (Education Code 17485-17500), which requires that priority be given to public agencies when disposing of any district property that includes a playground, playing field, or land with an outdoor recreational purpose. Under certain conditions, the district may grant priority to licensed child care providers pursuant to Education Code 17458 or may sell surplus property for less than fair market value to public entities for recreational purposes pursuant to Education Code 17230. ~~The requirement to first offer surplus property to a charter school with a projected in-district average daily attendance of at least 80 students expired July 1, 2016 pursuant to the terms of Education Code 17457.5.~~

When selling or leasing district real property, the Board shall comply with applicable procedures and give priority to specified public agencies as required by law ~~comply with the priorities and procedures specified in applicable law~~. (Education Code 17230, 17464, 17485-17499; Government Code 54222)

(cf. 5148 - Child Care and Development)
(cf. 5148.2 - Before/After School Programs)
(cf. 5148.3 - Preschool/Early Childhood Education)

~~Note: Pursuant to Education Code 17462.3, the SAB may require a district selling real property purchased, improved, or modernized with funds received from a state school facilities funding program, to return those funds if: (1) the state funds were received and the property purchased or improved within the previous 10 years; (2) the proceeds from the sale are not used for capital outlay; and (3) the property is not sold to a charter school, another school district, a county office of education, or an agency that will use the property exclusively for the delivery of child care and development services.~~

SALE OR LEASE OF DISTRICT-OWNED REAL PROPERTY (continued)

~~When selling real property purchased, constructed, or modernized with funds received within the past 10 years from a state school facilities funding program, the Board shall consider whether any of the proceeds from the sale will need to be returned to the State Allocation Board (SAB) pursuant to Education Code 17462.3.~~

Resolution of Intention to Sell or Lease

Before ordering the sale or lease of any real property, the Board shall adopt a resolution by a two-thirds vote of all of its members at a regularly scheduled open meeting. The resolution shall describe the property proposed to be sold or leased in such a manner as to identify it, specify the minimum price or rent, describe the terms upon which it will be sold or leased, and specify the commission or rate, if any, which the Board will pay to a licensed real estate broker out of the minimum price or rent. The resolution shall fix a time, not less than three weeks thereafter, for a public meeting, held at the Board's regular meeting place, at which sealed proposals to purchase or lease will be received and considered. (Education Code 17466)

(cf. 9320 - Meetings and Notices)
(cf. 9323.2 - Actions by the Board)

The Superintendent or designee shall provide notice of the adoption of the resolution and of the time and place of the meeting that will be held to consider bids by posting copies of the resolution, signed by the Board, in three public places not less than 15 days before the date of the meeting. In addition, the notice shall be published at least once a week for three successive weeks before the meeting, in a newspaper of general circulation published in the county in which the district is located, if such a newspaper exists. (Education Code 17469)

Note: Education Code 17470 requires districts to take reasonable steps to notify the former owner of the property of the public meeting at which bids will be considered. However, the Board is not required to accord the former owner the right to purchase the property at the tentatively accepted highest bid price nor to offer to sell the property to the former owner at the tentatively accepted highest bid price.

~~In accordance with Education Code 17470,~~ **At least 60 days prior to the public meeting,** the Superintendent or designee shall take reasonable steps to provide written notification **of the public meeting, by certified mail,** to the former owners ~~of the property of the district's intent to sell it.~~ **from whom the district acquired the property. (Education Code 17470)**

Acceptance/Rejection of Bids

At the public meeting specified in the resolution of intention to sell or lease property, the Board shall open, examine, and declare all sealed bids. Before accepting a written proposal, the Board shall call for oral bids in accordance with law. (Education Code 17472, 17473)

SALE OR LEASE OF DISTRICT-OWNED REAL PROPERTY (continued)

The Board may reject any and all bids, either written or oral, and withdraw the properties from sale when the Board determines that rejection is in the best public interest. If no proposals are submitted or the submitted proposals do not conform to all the terms and conditions specified in the resolution of intention to lease, the Board may lease the property in accordance with Education Code 17477. (Education Code 17476, 17477)

Of the proposals submitted by responsible bidders which conform to all terms and conditions specified in the resolution of intention to sell or lease, the Board shall finally accept the highest bid after deducting the commission, if any, to be paid to a licensed real estate broker, unless the Board accepts a higher oral bid or rejects all bids. (Education Code 17472)

The final acceptance of the bid may be made either at the same meeting specified in the resolution or at any adjourned/continued meeting held within 10 days. Upon acceptance of the bid, the Board may adopt a resolution of acceptance that directs the Board president, or any other Board member, to execute the deed or lease and to deliver the document upon performance and compliance by the successful bidder of all of the terms and conditions of the contract. (Education Code 17475-17478)

(cf. 1431 - Waivers)

Use of Proceeds

Note: Pursuant to Education Code 17462, the proceeds derived from the sale of surplus property or lease with an option to purchase must generally be used for **one-time expenditures for** capital outlay or maintenance, **with specified exceptions.** ~~except as provided below. In addition, Education Code 17462 requires that the proceeds be used for one-time expenditures and prohibits the use for ongoing expenditures such as salaries and general operating expenses. However, 2 CCR 1700 authorizes the use of such proceeds, if~~

~~approved by the SAB, for one-time funding to reduce a district's unfunded liability for other postemployment benefits (OPEBs) (i.e., medical, dental, vision, hearing, life insurance, long-term care, long-term disability, and other nonpension benefits for retired employees). For information about prefunding OPEBs and reporting the district's liability for OPEBs, see BP 3100 - Budget and AR 3460 - Financial Reports and Accountability.~~ The law does not place limitations on the use of proceeds for a lease of surplus property that does not include an option to purchase.

The Superintendent or designee shall ensure that the proceeds from the sale or lease with an option to purchase of surplus district property are used for one-time expenditures and not for ongoing expenditures such as salaries and general operating expenses. (Education Code 17462**; 2 CCR 1700**)

Proceeds from a sale of surplus district property shall **generally** be used for capital outlay or maintenance costs that the Board determines will not recur within a five-year period. Proceeds from a lease of district property with an option to purchase may be deposited into a restricted fund for the routine repair of district facilities, as defined by the SAB, for up to a five-year period. (Education Code 17462)

SALE OR LEASE OF DISTRICT-OWNED REAL PROPERTY (continued)

~~Proceeds from a lease of district property with an option to purchase may be deposited into a restricted fund for the routine repair of district facilities, as defined by the SAB, for up to a five-year period. (Education Code 17462)~~

Note: Pursuant to Education Code 17462, proceeds from the sale or lease with an option to purchase may be deposited in the district's general fund when the Board and SAB determine that the district has no anticipated need for additional sites or building construction for the next 10 years and no major deferred maintenance requirements. Thus, districts may not apply to the state for new construction or modernization funding during that time period unless certain conditions specified in Education Code 17462 are satisfied.

However, if ~~If~~ the Board and SAB determine that the district has no anticipated need for additional sites or building construction for the next 10 years and no major deferred maintenance requirements, the proceeds from the sale or lease with an option to purchase may be deposited in a special reserve fund for the future maintenance and renovation of school sites or in the district's general fund. ~~Proceeds from the sale or lease with option to purchase of district property may also be deposited in a special reserve fund for capital outlay or maintenance costs of district property that the Board determines will not recur within a five-year period.~~ (Education Code 17462)

(cf. 3100 - Budget)
(cf. 3460 - Financial Reports and Accountability)

Note: Until July 1, 2024, Education Code 17463.7, as added by SB 98 (Ch. 24, Statutes of 2020), authorizes the proceeds from the sale or lease of property purchased entirely with local funds to be used for any general fund purpose.

In addition, until July 1, 2024, if district surplus property was purchased entirely with local funds, the proceeds from the sale or lease of the property, together with any personal property located on the property, may be deposited into the general fund of the district and may be used for any one-time general fund purpose. Before exercising this authority, the Board shall: (Education Code 17463.7)

1. Submit to SAB documents certifying that the sale of real property does not violate the provisions of a local bond act and the real property is not suitable to meet projected school construction needs for the next 10 years

2. At a public meeting, adopt a plan for expending one-time resources from the sale or lease of the property which identifies the source and intended use of the surplus property proceeds and describes the reasons that the expenditure will not result in ongoing fiscal obligations for the district

Note: Pursuant to Education Code 17462.3, ~~the SAB may require a~~ **if the** district is selling real property purchased, improved, or modernized with funds received from a state school facilities funding program **within the previous 10 years, the district is required** to return those funds **to SAB** ~~if: (1) the state funds were~~

SALE OR LEASE OF DISTRICT-OWNED REAL PROPERTY (continued)

~~received and the property purchased or improved within the previous 10 years; (2) the proceeds from the sale are not used for capital outlay; and (3) the property is not sold to a charter school, another school district, a county office of education, or an agency that will use the property exclusively for the delivery of child care and development services.~~ under specified conditions. **The district must notify OPSC of the sale by submitting Form SAB 308, available on OPSC's web site.**

Whenever the district sells real property that was purchased, improved, or modernized with funds that were received from a state school facilities funding program within the previous 10 years, the district shall notify OPSC within 90 calendar days of the sale of the property if the proceeds from the sale are not used for capital outlay and the property is not sold to a charter school, another school district, a county office of education, or an agency that will use the property exclusively for the delivery of child care and development services. If SAB subsequently makes a finding that the sale is subject to Education Code 17462.3, the district shall return the funds to the SAB within 90 calendar days of the finding. (2 CCR 1702)

Legal Reference:

EDUCATION CODE
17219-17224 Acquisition of property not utilized as school site; nonuse payments; exemptions
17230-17234 Surplus property
17385 Conveyances to and from school districts
17387-17391 Advisory committees for use of excess school facilities
17400-17429 Leasing property
17430-17447 Leasing facilities
17453 Lease of surplus district property
17455-17484 Sale or lease of real property, especially:
17462.3 State Allocation Board program to reclaim funds
17485-17500 Surplus school playground (Naylor Act)
17515-17526 Joint occupancy
17527-17535 Joint use of district facilities
33050 Request for waiver
38130-38139 Civic Center Act
GOVERNMENT CODE
50001-50002 Definitions
54220-54232 Surplus land, especially:
54222 Offer to sell or lease property
54950-54963 Brown Act, especially:
54952 Legislative body, definition
PUBLIC RESOURCES CODE
21000-21177 California Environmental Quality Act
CODE OF REGULATIONS, TITLE 2

*1700**-1702** ~~Definitions related to s~~**S**urplus property**; use of proceeds***

Legal Reference continued: (see next page)

BP 3280(h)

SALE OR LEASE OF DISTRICT-OWNED REAL PROPERTY (continued)

Legal Reference: (continued)
COURT DECISIONS
San Lorenzo Valley Community Advocates for Responsible Education v. San Lorenzo Valley Unified School District, (2006) 139 Cal.App.4th 1356
ATTORNEY GENERAL OPINIONS
94 Ops.Cal.Atty.Gen. 82 (2011)

Management Resources:
CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS
Closing a School Best Practices Guide
OFFICE OF PUBLIC SCHOOL CONSTRUCTION PUBLICATIONS
Unused Site Program Handbook, December 2015
WEB SITES
CSBA: http://www.csba.org
California Department of Education, School Facilities Planning Division: http://www.cde.ca.gov/ls/fa
Coalition for Adequate School Housing: http://www.cashnet.org
Office of Public School Construction: http://www.dgs.ca.gov/opsc

(4/14 10/17) 10/20

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Policy 3280: Sale Or Lease Of District-Owned Real Property

Status: ADOPTED

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

The Board of Education believes that district facilities and resources should be utilized in an economical and practical manner. The Superintendent or designee shall periodically study the current and projected use of all district facilities to ensure the efficient utilization of space for the effective delivery of instruction.

The Board shall appoint a district advisory committee prior to the sale or lease of any surplus real property to advise the Board regarding the use or disposition of schools or school building space which is not needed for school purposes. Rentals of surplus property not exceeding 30 days are exempted from this requirement. When the sale, lease, or rental of surplus property is for the purpose of teacher or other employee housing or for the offering of summer school by a private educational institution, the Board may elect not to appoint a district advisory committee. (Education Code 17387-17391)

If the local planning agency has adopted a general plan that affects or includes the area where the surplus property is located, the Board shall submit a report to the local planning agency describing the location of the surplus property and the purpose and extent of the proposed sale or lease. (Government Code 65402)

The Board shall determine whether the sale or lease of the surplus property is subject to review under the California Environmental Quality Act. (Public Resources Code 21000-21177; 14 CCR 15061-15062)

When selling or leasing district real property, the Board shall comply with the priorities and procedures specified in applicable law. (Education Code 17230, 17464, 17485-17499; Government Code 54222)

In addition, when selling real property purchased, constructed, or modernized with funds received within the past 10 years from a state school facilities funding program, the Board shall consider whether any of the proceeds from the sale will need to be returned to the State Allocation Board (SAB) pursuant to Education Code 17462.3.

Resolution of Intention to Sell or Lease

Before ordering the sale or lease of any real property, the Board shall adopt a resolution by a two-thirds vote of all of its members at a regularly scheduled open meeting. The resolution shall describe the property proposed to be sold or leased in such a manner as to identify it, specify the minimum price or rent, describe the terms upon which it will be sold or leased, and specify the commission or rate, if any, which the Board will pay to a licensed real estate broker out of the minimum price or rent. The resolution shall fix a time, not less than three weeks thereafter, for a public meeting, held at the Board's regular meeting place, at which sealed proposals to purchase or lease will be received and considered. (Education Code 17466)

The Superintendent or designee shall provide notice of the adoption of the resolution and of the time and place of the meeting that will be held to consider bids by posting copies of the resolution, signed by the Board, in three public places not less than 15 days before the date of the meeting. In addition, the notice shall be published at least once a week for three successive weeks before the meeting, in a newspaper of general circulation published in the county in which the district is located, if such a newspaper exists. (Education Code 17469)

In accordance with Education Code 17470, the Superintendent or designee shall take reasonable steps to provide notification to the former owners of the property of the district's intent to sell it.

Acceptance/Rejection of Bids

At the public meeting specified in the resolution of intention to sell or lease property, the Board shall open, examine, and declare all sealed bids. Before accepting a written proposal, the Board shall call for oral bids in accordance with law. (Education Code 17472, 17473)

The Board may reject any and all bids, either written or oral, and withdraw the properties from sale when the Board determines that rejection is in the best public interest. If no proposals are submitted or the submitted proposals do not conform to all the terms and conditions specified in the resolution of intention to lease, the Board may lease the property in accordance with Education Code 17477. (Education Code 17476, 17477)

Of the proposals submitted by responsible bidders which conform to all terms and conditions specified in the resolution of intention to sell or lease, the Board shall finally accept the highest bid after deducting the commission, if any, to be paid to a licensed real estate broker, unless the Board accepts a higher oral bid or rejects all bids. (Education Code 17472)

The final acceptance of the bid may be made either at the same meeting specified in the resolution or at any adjourned/continued meeting held within 10 days. Upon acceptance of the bid, the Board may adopt a resolution of acceptance that directs the Board president, or any other Board member, to execute the deed or lease and to deliver the document upon performance and compliance by the successful bidder of all of the terms and conditions of the contract. (Education Code 17475-17478)

Use of Proceeds

The Superintendent or designee shall ensure that the proceeds from the sale or lease with an option to purchase of surplus district property are used for one-time expenditures and not for ongoing expenditures such as salaries and general operating expenses. (Education Code 17462)

Proceeds from a sale of surplus district property shall be used for capital outlay or maintenance costs that the Board determines will not recur within a five-year period. (Education Code 17462)

Proceeds from a lease of district property with an option to purchase may be deposited into a restricted fund for the routine repair of district facilities, as defined by the SAB, for up to a five-year period. (Education Code 17462)
If the Board and SAB determine that the district has no anticipated need for additional sites or building construction for the next 10 years and no major deferred maintenance requirements, the proceeds from the sale or lease with an option to purchase may be deposited in a special reserve fund for the future maintenance and renovation of school sites or in the district's general fund. Proceeds from the sale or lease with option to purchase of district property may also be deposited in a special reserve fund for capital outlay or maintenance costs of district property that the Board determines will not recur within a five-year period. (Education Code 17462)

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

State References	Description
2 CCR 1700	Definitions related to surplus property
Ed. Code 17219-17224	Acquisition of property not utilized as school site; nonuse payments; exemptions
Ed. Code 17230-17234	Surplus property
Ed. Code 17387-17391	Advisory committees for use of excess school facilities
Ed. Code 17400-17429	Leasing of school buildings
Ed. Code 17430-17447	Leasing facilities
Ed. Code 17453	Lease of surplus district property
Ed. Code 17455-17484	Sale or lease of real property
Ed. Code 17462.3	State Allocation Board program to reclaim funds
Ed. Code 17485-17500	Surplus school playground (Naylor Act)
Ed. Code 17515-17526	Joint occupancy
Ed. Code 17527-17535	Joint use of district facilities
Ed. Code 33050	Nonwaivable provisions
Ed. Code 38130-38139	Civic Center Act
Gov. Code 50001-50002	Definitions
Gov. Code 54220-54232	Surplus land
Gov. Code 54222	Offer to sell or lease property
Gov. Code 54950-54963	The Ralph M. Brown Act
Gov. Code 54952	Legislative body, definition
Pub. Res. Code 21000-21177	California Environmental Quality Act of 1970

Management Resources References	Description

California Department of Education Publication	Closing a School Best Practices Guide
Court Decision	San Lorenzo Valley Community Advocates for Responsible Education v. San Lorenzo Valley Unified School District, (2006) 139 Cal.App.4th 1356
Office of Public School Construction Publication	Unused Site Program Handbook, December 2015
Website	Office of Public School Construction
Website	Coalition for Adequate School Housing
Website	California Department of Education, School Facilities
Website	CSBA

Cross References	**Description**
1100	Communication With The Public
1220	Citizen Advisory Committees
1220	Citizen Advisory Committees
1330	Use Of School Facilities
1330	Use Of School Facilities
1330-E(1)	Use Of School Facilities
1431	Waivers
3100	Budget
3100	Budget
3311.2	Lease-Leaseback Contracts
3460	Financial Reports And Accountability
3460	Financial Reports And Accountability
3580	District Records
3580	District Records
5148	Child Care And Development
5148	Child Care And Development
5148.2	Before/After School Programs
5148.2	Before/After School Programs
5148.3	Preschool/Early Childhood Education
5148.3	Preschool/Early Childhood Education
6020	Parent Involvement
6020	Parent Involvement
7110	Facilities Master Plan
7111	Evaluating Existing Buildings
9130-B	Board Committees
9320-B	Meetings And Notices
9323.2-B	Actions By The Board

RISK MANAGEMENT/INSURANCE

Note: The following Board policy may be revised to reflect district practice.

The Governing Board ~~strongly supports a risk management program that protects district resources and~~ **desires to** promote~~s~~ the safety of students, staff, and the public **while protecting district resources.** The Superintendent or designee shall establish a risk management program that uses effective safety and loss control practices.

The district shall strive to keep its liability at a minimum and its insurance premiums as low as possible while maintaining adequate protection **against loss which may occur due to hazards facing the district.**

To determine the most economical means of insuring the district consistent with required services, the Superintendent or designee shall annually review the district's options for obtaining coverage, including qualified insurance agents, a joint powers agency, self-insurance, or a combination of these means. **Decisions regarding the means of insuring the district shall be based on a careful analysis of past claims records indicating the frequency and magnitude of losses and a prediction of future losses.**

~~Note: In reviewing various means of insuring the district, decisions related to self-insurance should be based on a careful analysis of past claims records indicating the frequency and magnitude of losses and a prediction of future losses. Any self-insured retention reserves should be carefully monitored and compared with open claims.~~

~~The Board reserves the right to remove an insurance agent-of-record or a participating agent whenever, in the judgment of the Board, such action becomes desirable for the best interests of the district.~~

To ~~attempt to~~ minimize the district's exposure to liability, the Board shall adopt clear policies related to discrimination, harassment, safety procedures, and the timely handling of claims. The Superintendent or designee shall ~~ensure that~~ **enforce** these policies and related procedures ~~are enforced~~ fairly and consistently. **The Superintendent or designee shall provide safety-related training and protective equipment to staff as appropriate for their position.**

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 0450 - Comprehensive Safety Plan)
(cf. 3320 - Claims and Actions Against the District)
(cf. 4030 - Nondiscrimination in Employment)
(cf. 4119.11/4219.11/4319.11- Sexual Harassment)
~~(cf. 4132/4232/4332 - Publication or Creation of Materials)~~
(cf. 4157/4257/4357 - Employee Safety)
(cf. 4157.1/4257.1/4357.1 - Work-Related Injuries)

~~(cf. 4158/4258/4358 - Employee Security)~~
(cf. 5142 - Safety)

~~*(cf. 5141.4 - Child Abuse Prevention and Reporting)*~~
(cf. 5145.3 - Nondiscrimination/Harassment)
(cf. 5145.7 - Sexual Harassment)
~~*(cf. 6162.6 - Use of Copyrighted Materials)*~~
(cf. 9260 - Legal Protection)

~~Note: The following **optional** paragraph may be revised to require more or less frequent reporting.~~

The Superintendent or designee shall **periodically** report to the Board ~~twice a year~~ on the district's risk management activities**, including, but not limited to, the district's property and liability risks and exposures and the effectiveness of the district's risk management and loss control practices**.

Legal Reference: (see next page)

Legal Reference:
EDUCATION CODE
17029.5 Contract funding; board liability
17565-17592 Board duties re property maintenance and control
32350 Liability on equipment loaned to district
35162 Power to sue, be sued, hold and convey property

35200-35214 Liabilities, especially:
35208 Liability insurance
35211 Driver training civil liability insurance
35213 Reimbursement for loss, destruction, or damage of personal property
35214 Liability self-insurance
35331 Medical or hospital service for students on field trip
*39837 Transportation of ~~pupils~~ **students** to places of summer employment*
41021 Requirement for employees' indemnity bonds
44873 Qualifications for physician (liability coverage)
49470-49474 District medical services and insurance
GOVERNMENT CODE
820.9 Board members not vicariously liable for injuries caused by district
831.7 Hazardous recreational activities
989-991.2 Local public entity insurance
LABOR CODE
3200-4855 Workers' compensation

Management Resources:

WEB SITES

California Association of Joint Powers Authorities: https://www.cajpa.org
California Association of School Business Officials: https://www.casbo.org
California Department of Industrial Relations, Division of Occupational Safety and Health: https://www.dir.ca.gov/dosh
Public Agency Risk Management Association: https://www.parma.com

(9/88 10/95) 10/20

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Policy 3530: Risk Management/Insurance

Status: ADOPTED

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

The Board of Education strongly supports a risk management program that protects district resources and promotes the safety of students, staff and the public.

The Superintendent or designee shall establish a risk management program that uses effective safety and loss control practices. The district shall strive to keep its liability at a minimum and its insurance premiums as low as possible while maintaining adequate protection. To determine the most economical means of insuring the district consistent with required services, the Superintendent or designee shall annually review the district's options for obtaining coverage, including qualified insurance agents, a joint powers agency, self-insurance or a combination of these means.

The Board reserves the right to remove an insurance agent-of-record or a participating agent whenever, in the judgment of the Board, such action becomes desirable for the best interests of the district.

To attempt to minimize the district's exposure to liability, the Board shall adopt clear policies related to discrimination, harassment, safety procedures, and the timely handling of claims. The Superintendent or designee shall ensure that these policies and related procedures are enforced fairly and consistently.

The Superintendent or designee shall report to the Board twice a year on the district's risk management activities.

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

State References	Description
Ed. Code 17029.5	Contract funding; board liability
Ed. Code 17565-17592	Board duties re property maintenance and control
Ed. Code 32350	Liability on equipment loaned to district
Ed. Code 35162	Power to sue, be sued, hold and convey property
Ed. Code 35200-35214	Liabilities
Ed. Code 35208	Liability insurance
Ed. Code 35211	Driver training civil liability insurance
Ed. Code 35213	Reimbursement for loss or damage of personal property
Ed. Code 35214	Liability insurance (self-insurance or a combination of self-insurance and insurance through an insurance company)
Ed. Code 35331	Provision for medical or hospital service for pupils (on field trips)
Ed. Code 39837	Transportation to summer employment program
Ed. Code 41021	Requirement for employee's indemnity bond
Ed. Code 44873	Qualifications for physician (liability coverage)
Ed. Code 49470-49474	District medical services and insurance
Gov. Code 820.9	Members of local public boards not vicariously liable
Gov. Code 989-991.2	Local public entity insurance
Lab. Code 3200-4855	Workers' compensation

Cross References	Description
0410	Nondiscrimination In District Programs And Activities

0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
1240	Volunteer Assistance
1240	Volunteer Assistance
1330	Use Of School Facilities
1330	Use Of School Facilities
1330-E(1)	Use Of School Facilities
1330.1	Joint Use Agreements
3000	Concepts And Roles
3314.2	Revolving Funds
3320	Claims And Actions Against The District
3320	Claims And Actions Against The District
3400	Management Of District Assets/Accounts
3400	Management Of District Assets/Accounts
3430	Investing
3430	Investing
3440	Inventories
3452	Student Activity Funds
3512	Equipment
3514	Environmental Safety
3514	Environmental Safety
3514.1	Hazardous Substances
3514.1	Hazardous Substances
3515	Campus Security
3515	Campus Security
3515.21	Unmanned Aircraft Systems (Drones)
3515.4	Recovery For Property Loss Or Damage
3515.4	Recovery For Property Loss Or Damage
3516	Emergencies And Disaster Preparedness Plan
3516	Emergencies And Disaster Preparedness Plan
3541.1	Transportation For School-Related Trips
3543	Transportation Safety And Emergencies
4030	Nondiscrimination In Employment
4030	Nondiscrimination In Employment
4119.11	Sexual Harassment
4119.11	Sexual Harassment
4119.42	Exposure Control Plan For Bloodborne Pathogens
4119.42	Exposure Control Plan For Bloodborne Pathogens
4119.42-E(1)	Exposure Control Plan For Bloodborne Pathogens
4154	Health And Welfare Benefits
4154	Health And Welfare Benefits

4156.3	Employee Property Reimbursement
4157	Employee Safety
4157	Employee Safety
4157.1	Work-Related Injuries
4158	Employee Security
4158	Employee Security
4212.42	Drug And Alcohol Testing For School Bus Drivers
4212.42	Drug And Alcohol Testing For School Bus Drivers
4219.11	Sexual Harassment
4219.11	Sexual Harassment
4219.42	Exposure Control Plan for Bloodborne Pathogens
4219.42	Exposure Control Plan for Bloodborne Pathogens
4219.42-E(1)	Exposure Control Plan for Bloodborne Pathogens
4254	Health And Welfare Benefits
4254	Health And Welfare Benefits
4256.3	Employee Property Reimbursement
4257	Employee Safety
4257	Employee Safety
4257.1	Work-Related Injuries
4258	Employee Security
4258	Employee Security
4319.11	Sexual Harassment
4319.11	Sexual Harassment
4319.42	Exposure Control Plan for Bloodborne Pathogens
4319.42	Exposure Control Plan for Bloodborne Pathogens
4319.42-E(1)	Exposure Control Plan for Bloodborne Pathogens
4354	Health And Welfare Benefits
4356.3	Employee Property Reimbursement
4357	Employee Safety
4357	Employee Safety
4357.1	Work-Related Injuries
4358	Employee Security
4358	Employee Security
5131.1	Bus Conduct
5131.1	Bus Conduct
5141	Health Care And Emergencies
5141	Health Care And Emergencies
5141.4	Child Abuse Prevention And Reporting
5141.4	Child Abuse Prevention And Reporting
5142	Safety
5142	Safety

5143	Insurance
5143	Insurance
5145.3	Nondiscrimination/Harassment
5145.3	Nondiscrimination/Harassment
5145.7	Sexual Harassment
5145.7	Sexual Harassment
6142.4	Service Learning/Community Service Classes
6145.2	Athletic Competition
6145.2	Athletic Competition
6153	School-Sponsored Trips
6153	School-Sponsored Trips
6162.6	Use Of Copyrighted Materials
6162.6	Use Of Copyrighted Materials
6163.2	Animals At School
6163.2	Animals At School
9260-B	Legal Protection
9321-B	Closed Session

CSBA Sample REVISED
Administrative Regulation

RISK MANAGEMENT/INSURANCE

Note: The following administrative regulation may be revised to reflect district practice.

Risk Management

The Superintendent or designee**, in consultation with risk management, insurance, safety, or other professionals as appropriate,** shall ~~take action to~~:

1. Identify the risks inherent in ~~the operation of~~ district **operations and** programs**, including physical sites, educational and experiential programs, computer networks and systems, employment and staffing, and transportation services, using methods that may include, but are not limited to, physical inspections, surveys, staff interviews, compliance reviews, contract reviews, review of policies and procedures, and consultation with experts**

2. ~~Assess the above risks and keep records of accidents, losses and damage~~ **Analyze, evaluate, and prioritize identified risks based on the frequency and likelihood of the risk and the potential impact to the district**

3. Develop strategies to reduce or mitigate identified risks, such as new or modified policies, processes, or procedures; training or loss prevention programs; and/or additional or repairs to equipment, real property, computer networks, or other physical assets

4. Implement strategies to promote safety and prevent loss, taking into account the nature of the risks, the associated exposures, and the costs and benefits associated with the proposed response

~~3.~~5. Mitigate **potential** ~~risks through loss control and safety-related~~ loss following an incident through activities **such as effective claims management, litigation management, disaster recovery, or a modified duty program for workers' compensation**

~~4. Determine the extent to which risks should be assumed by the district or covered by the purchase of insurance or pooling with other districts~~

(cf. 0450 - Comprehensive Safety Plan)
(cf. 1330 - Use of School Facilities)
(cf. 4157/4257/4357- Employee Safety)
(cf. 5142 - Safety)

RISK MANAGEMENT/INSURANCE (continued)

The Superintendent or designee shall advise the Governing Board of any needed action requiring Board approval.

Following any incident resulting in potential or actual harm or injury to a person or damage to property, staff shall promptly document the date and time of the incident, a description of the incident, and any persons present.

Employees are expected to take reasonable precautions for the care and safety of the school equipment with which they have been entrusted. Employees may be held responsible for recurring damage or losses that occur due to their negligence or lack of supervision. Responsibilities related to safety and loss control shall be included in employee job descriptions.

~~*(cf. 0450 - Comprehensive Safety Plan)*~~
~~*(cf. 1240 - Volunteer Assistance)*~~
~~*(cf. 1330 - Use of School Facilities)*~~
~~*(cf. 3400 - Management of District Assets/Accounts)*~~
~~*(cf. 3430 - Investing)*~~
~~*(cf. 3440 - Inventories)*~~
~~*(cf. 3512 - Equipment)*~~
~~*(cf. 3514 - Environmental Safety)*~~
~~*(cf. 3514.1 - Hazardous Substances)*~~
~~*(cf. 3515.4 - Recovery for Property Loss or Damage)*~~
~~*(cf. 3516 - Emergencies and Disaster Preparedness Plan)*~~
~~*(cf. 3541.1 - Transportation for School-Related Trips)*~~
~~*(cf. 3543 - Transportation Safety and Emergencies)*~~
~~*(cf. 4112.42/4212.42/4312.43 - Drug and Alcohol Testing for School Bus Drivers)*~~
~~*(cf. 4112.5/4212.5/4312.5 - Criminal Record Check)*~~
~~*(cf. 4119.42/4219.42/4319.42 - Exposure Control Plan for Bloodborne Pathogens)*~~
~~*(cf. 4157/4257/4357 - Employee Safety)*~~
~~*(cf. 4112.5/4212.5/4312.5 - Criminal Record Check)*~~
~~*(cf. 5131.1 - Bus Conduct)*~~
~~*(cf. 5131.61 - Drug Testing)*~~
~~*(cf. 5141 - Health Care and Emergencies)*~~
~~*(cf. 5141.22 - Infectious Diseases)*~~
~~*(cf. 5142 - Safety)*~~
~~*(cf. 6145.2 - Athletic Competition)*~~
~~*(cf. 6153 - School-Sponsored Trips)*~~
~~*(cf. 9260 - Legal Protection)*~~

Insurance

Note: California law requires districts to maintain liability insurance, property fire insurance, workers' compensation insurance, and fidelity bond insurance. Property insurance for theft and damage is permissive. The following list may be expanded to reflect other types of insurance that the district obtains, such as employee health insurance and athletic team member insurance for students who are not otherwise covered.

Insurance **or risk pooled** coverage shall include, but ~~may~~ not be limited to:

AR 3530(c)

RISK MANAGEMENT/INSURANCE (continued)

1. Liability insurance (Education Code 35200-35214)

2. ~~Fire insurance for buildings, equipment, and vehicles~~ **Insurance against fire or other property damage** (Education Code 17565)

3. Workers' compensation insurance (Labor Code 3700)

4. Fidelity bond insurance **for employees whose duty includes handling district funds, and other employees as needed** (Education Code 41021)

(cf. 4154/4254/4354 - Health and Welfare Benefits)
(cf. 4157.1/4257.1/4357.1 - Work-Related Injuries)
(cf. 5143 - Insurance)

~~A suitable bond indemnifying the district against loss shall be purchased for employees responsible for handling district funds and may be purchased for employees responsible for handling district property. The district shall bear the cost of this bonding. (Education Code 41021)~~

~~*(cf. 1330 - Use of School Facilities)*~~
~~*(cf. 4154/4254/4354 - Health and Welfare Benefits)*~~
~~*(cf. 4156.3/4256.3/4356.3 - Employee Property Reimbursement)*~~
~~*(cf. 4157.1/4257.1/4357.1 - Work-Related Injuries)*~~
~~*(cf. 5143 - Insurance)*~~
~~*(cf. 9260 - Legal Protection)*~~

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Regulation 3530: Risk Management/Insurance

Status: ADOPTED

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

Risk Management

The Superintendent or designee shall take action to:

1. Identify the risks inherent in the operation of district programs
2. Assess the above risks and keep records of accidents, losses and damage
3. Mitigate risks through loss control and safety-related activities
4. Determine the extent to which risks should be assumed by the district or covered by the purchase of insurance or pooling with other districts

Employees are expected to take reasonable precautions for the care and safety of the school equipment with which they have been entrusted. Employees may be held responsible for recurring damage or losses that occur due to their negligence or lack of supervision. Responsibilities related to safety and loss control shall be included in employee job descriptions.

Insurance

Insurance coverage shall include, but may not be limited to:

1. Liability insurance (Education Code 35200-35214)
2. Fire insurance for buildings, equipment and vehicles (Education Code 17565)
3. Workers' compensation insurance (Labor Code 3700)
4. Fidelity bond insurance (Education Code 41021)

A suitable bond indemnifying the district against loss shall be purchased for employees responsible for handling district funds and may be purchased for employees responsible for handling district property. The district shall bear the cost of this bonding. (Education Code 41021)

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

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Ed. Code 32350	Liability on equipment loaned to district
Ed. Code 35162	Power to sue, be sued, hold and convey property
Ed. Code 35200-35214	Liabilities
Ed. Code 35208	Liability insurance
Ed. Code 35211	Driver training civil liability insurance
Ed. Code 35213	Reimbursement for loss or damage of personal property
Ed. Code 35214	Liability insurance (self-insurance or a combination of self-insurance and insurance through an insurance company)

Ed. Code 35331	Provision for medical or hospital service for pupils (on field trips)
Ed. Code 39837	Transportation to summer employment program
Ed. Code 41021	Requirement for employee's indemnity bond
Ed. Code 44873	Qualifications for physician (liability coverage)
Ed. Code 49470-49474	District medical services and insurance
Gov. Code 820.9	Members of local public boards not vicariously liable
Gov. Code 989-991.2	Local public entity insurance
Lab. Code 3200-4855	Workers' compensation

Cross References	**Description**
0410	Nondiscrimination In District Programs And Activities
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
1240	Volunteer Assistance
1240	Volunteer Assistance
1330	Use Of School Facilities
1330	Use Of School Facilities
1330-E(1)	Use Of School Facilities
1330.1	Joint Use Agreements
3000	Concepts And Roles
3314.2	Revolving Funds
3320	Claims And Actions Against The District
3320	Claims And Actions Against The District
3400	Management Of District Assets/Accounts
3400	Management Of District Assets/Accounts
3430	Investing
3430	Investing
3440	Inventories
3452	Student Activity Funds
3512	Equipment
3514	Environmental Safety
3514	Environmental Safety
3514.1	Hazardous Substances
3514.1	Hazardous Substances
3515	Campus Security
3515	Campus Security
3515.21	Unmanned Aircraft Systems (Drones)
3515.4	Recovery For Property Loss Or Damage
3515.4	Recovery For Property Loss Or Damage
3516	Emergencies And Disaster Preparedness Plan
3516	Emergencies And Disaster Preparedness Plan
3541.1	Transportation For School-Related Trips

3543	Transportation Safety And Emergencies
4030	Nondiscrimination In Employment
4030	Nondiscrimination In Employment
4119.11	Sexual Harassment
4119.11	Sexual Harassment
4119.42	Exposure Control Plan For Bloodborne Pathogens
4119.42	Exposure Control Plan For Bloodborne Pathogens
4119.42-E(1)	Exposure Control Plan For Bloodborne Pathogens
4154	Health And Welfare Benefits
4154	Health And Welfare Benefits
4156.3	Employee Property Reimbursement
4157	Employee Safety
4157	Employee Safety
4157.1	Work-Related Injuries
4158	Employee Security
4158	Employee Security
4212.42	Drug And Alcohol Testing For School Bus Drivers
4212.42	Drug And Alcohol Testing For School Bus Drivers
4219.11	Sexual Harassment
4219.11	Sexual Harassment
4219.42	Exposure Control Plan for Bloodborne Pathogens
4219.42	Exposure Control Plan for Bloodborne Pathogens
4219.42-E(1)	Exposure Control Plan for Bloodborne Pathogens
4254	Health And Welfare Benefits
4254	Health And Welfare Benefits
4256.3	Employee Property Reimbursement
4257	Employee Safety
4257	Employee Safety
4257.1	Work-Related Injuries
4258	Employee Security
4258	Employee Security
4319.11	Sexual Harassment
4319.11	Sexual Harassment
4319.42	Exposure Control Plan for Bloodborne Pathogens
4319.42	Exposure Control Plan for Bloodborne Pathogens
4319.42-E(1)	Exposure Control Plan for Bloodborne Pathogens
4354	Health And Welfare Benefits
4356.3	Employee Property Reimbursement
4357	Employee Safety
4357	Employee Safety
4357.1	Work-Related Injuries

4358	Employee Security
4358	Employee Security
5131.1	Bus Conduct
5131.1	Bus Conduct
5141	Health Care And Emergencies
5141	Health Care And Emergencies
5141.4	Child Abuse Prevention And Reporting
5141.4	Child Abuse Prevention And Reporting
5142	Safety
5142	Safety
5143	Insurance
5143	Insurance
5145.3	Nondiscrimination/Harassment
5145.3	Nondiscrimination/Harassment
5145.7	Sexual Harassment
5145.7	Sexual Harassment
6142.4	Service Learning/Community Service Classes
6145.2	Athletic Competition
6145.2	Athletic Competition
6153	School-Sponsored Trips
6153	School-Sponsored Trips
6162.6	Use Of Copyrighted Materials
6162.6	Use Of Copyrighted Materials
6163.2	Animals At School
6163.2	Animals At School
9260-B	Legal Protection
9321-B	Closed Session

NUTRITION PROGRAM COMPLIANCE

Note: The following policy is ~~**mandated**~~ **required** for any district whose child nutrition programs (i.e., National School Lunch Program, School Breakfast Program, Special Milk Program, and/or other child nutrition program) receive state or federal funding. **During the California Department of Education's (CDE) Administrative Review of the district's child nutrition programs, CDE will review whether the district has a written procedure that complies with requirements pertaining to civil rights and nondiscrimination.** ~~5 CCR 4621 **mandates** that districts adopt uniform complaint procedures for the investigation and resolution of specified types of complaints, and 5 CCR 4610 makes those procedures applicable to allegations of unlawful discrimination, harassment, intimidation, bullying, or violation of state or federal laws governing educational programs, including child nutrition programs. See BP/AR 1312.3 - Uniform Complaint Procedures.~~

Various state and federal laws prohibit discrimination in district programs and activities on the basis of actual or perceived race, color, ancestry, **nationality,** national origin, **immigration status,** ethnic group **identification, ethnicity,** age, religion, marital ~~**or parental**~~ status**, pregnancy, parental status, physical or mental** disability, **medical condition,** sex, sexual orientation, gender, gender identity**,** ~~or~~ **gender** expression, or genetic information~~;~~ **a perception of one or more of such characteristics;** or association with a person or group with one or more of these actual or perceived characteristics. See BP 0410 - Nondiscrimination in District Programs and Activities. ~~7 CFR 210.23, 215.7, and 220.7 specify that children must not be denied benefits or discriminated against in child nutrition programs on the basis of race, color, national origin, sex, age, or disability, and complaints alleging discrimination on any of these bases may be investigated by the California Department of Education (CDE) or U.S. Department of Agriculture, Food and Nutrition Service.~~

~~The~~ CDE's Civil Rights and Complaint Procedures for the U.S. Department of Agriculture Child Nutrition Programs and **the U.S. Department of Agriculture's (USDA)** FNS Instruction 113-1, Civil Rights Compliance and Enforcement - Nutrition Programs and Activities, provide guidance to districts on how best to comply with federal law.

The Governing Board recognizes the district's responsibility to comply with state and federal nondiscrimination laws as they apply to the district's nutrition programs. The district shall not deny any individual the benefits or service of any nutrition program or discriminate ~~against him/her~~ on any basis prohibited by law.

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 3550 - Food Service/Child Nutrition Program)
(cf. 3552 - Summer Meal Program)
(cf. 3553 - Free and Reduced Price Meals)
(cf. 5030 - Student Wellness)

Compliance Coordinator

Note: According to ~~the~~ CDE's Civil Rights and Complaint Procedures for the Child Nutrition Programs, districts are required to appoint a ~~civil rights~~ coordinator to be responsible for ensuring district compliance with law governing child nutrition programs. The following paragraph may be revised to reflect district practice.

The Board **shall** designate~~s~~ **a compliance coordinator for nutrition programs, who may also be** the compliance officer(s) specified in AR 1312.3 - Uniform Complaint Procedures**,** ~~as the district's civil rights~~

~~coordinator~~ to ensure compliance with the laws governing ~~its~~ **the district's** nutrition programs**.** ~~and to investigate any~~ related ~~complaints.~~

Note: Items #1-10 below reflect the duties of the coordinator as provided in CDE's Civil Rights and Complaint Procedures for the Child Nutrition Programs.

The responsibilities of the compliance ~~officer/~~coordinator include, but are not limited to:

1. Providing the name of the ~~civil rights~~ **compliance** coordinator, **and the** Section 504 coordinator and Title IX coordinator if different from the ~~civil rights~~ **compliance** coordinator, to the California Department of Education **(CDE)** and other interested parties

(cf. 6164.6 - Identification and Education Under Section 504)

2. Annually providing mandatory civil rights training to all frontline staff who interact with program applicants or participants and to those who supervise frontline staff

Note: FNS Instruction 113-1 lists required components of training that must be provided to nutrition program staff, as provided below.

The subject matter of such training shall include, but not be limited to, collection and use of data, effective public notification systems, complaint procedures, compliance review techniques, resolution of noncompliance, requirements for reasonable accommodation of persons with disabilities, requirements for language assistance, conflict resolution, and customer service.

3. Establishing admission and enrollment procedures that do not restrict enrollment of students on the basis of race, ethnicity, national origin, or disability, including preventing staff from incorrectly denying applications and ensuring that such persons have equal access to all programs

(cf. 6159 - Individualized Education Program)

4. Sending a public release announcing the availability of the child nutrition programs and/or changes in the programs to public media and to community and grassroots organizations that interact directly with eligible or potentially eligible participants

5. Communicating the program's nondiscrimination policy and applicable complaint procedures, as provided in the section "Notifications" below

6. Providing appropriate translation services when a significant number of persons in the surrounding population have limited English proficiency

7. Ensuring that every part of a facility is accessible to and usable by persons with disabilities and that participants with disabilities are not excluded from the benefits or services due to inaccessibility of facilities

8. Ensuring that special meals are made available to participants with disabilities who have a medical statement on file documenting that their disability restricts their diet

(cf. 5141.27 - Food Allergies/Special Dietary Needs)

9. Implementing procedures to process and resolve civil rights (discrimination) complaints and program-related complaints, including maintaining a complaint log, ~~and~~ working with the appropriate person to resolve any complaint**, and referring the complainant to the appropriate state or federal agency when necessary**

Note: Districts receiving federal financial assistance are required to request racial/ethnic data of all program applicants and participants for purposes of determining whether the program reaches potential eligible persons, identifying areas where additional outreach is needed, selecting locations for compliance reviews, and completing required reports. According to FNS Instruction 113-1, using the applicant's self-identification or self-reporting is the preferred method of obtaining racial and ethnic data.

When requesting such information, districts should be careful to not request any information in regard to the immigration status of students or their family members and, if such information is inadvertently received, to not disclose it to immigration enforcement authorities without parental consent, a court order, or judicial subpoena. See AR 5145.13 - Response to Immigration Enforcement.

10. Developing a method, which preferably uses self-identification or self-reporting, to collect racial and ethnic data for potentially eligible populations, applicants, and participants

(cf. 5022 - Students and Family Privacy Rights)
(cf. 5125 - Student Records)
(cf. 5145.13 - Response to Immigration Enforcement)

Notifications

The compliance coordinator shall ensure that t~~T~~he U.S. Department of Agriculture's (USDA) "And Justice for All" civil rights poster or a substitute poster approved by the USDA's Food and Nutrition Service ~~shall be~~ **is** displayed in areas visible to the district's nutrition program participants, such as food service areas and school offices.

Note: FNS Instruction 113-1 requires districts to notify nutrition program applicants, participants, and potentially eligible persons of program availability, rights, and responsibilities and to advise them at each service delivery site (e.g., the school) regarding the procedure for filing a complaint. Such notice may be distributed through student and parent/guardian handbooks or other method of parental notifications.

The **compliance** coordinator shall notify the public, all program applicants, participants, and potentially eligible persons of their ~~program~~ rights and responsibilities and steps necessary ~~for participation~~ **to participate in the nutrition programs**. Applicants, participants, and the public also shall be advised of their right to file a complaint, how to file a complaint, the complaint procedures, and that a complaint may be file anonymously or by a third party.

(cf. 5145.6 - Parental Notifications)

Note: As part of its instructions to all recipients of federal funds, ~~FNS~~ **USDA** requires that all forms of communication available to the public regarding program availability also contain information about that recipient's status as an equal opportunity provider and the address of the agency with responsibility to handle complaints made against the recipient. ~~FNS~~ **USDA** provides specific language for the notification and prohibits its modification in any way. **The required language is available on USDA's web site and in the accompanying exhibit.** ~~The FNS requires that all documents, pamphlets, brochures, and other materials be updated to include the 2015 statement when supplies are exhausted, but no later than September 30, 2016.~~

In addition, **the compliance coordinator shall ensure that** all forms of communication available to the public regarding program availability shall contain, in a prominent location, ~~the following statement:~~ **a statement provided by USDA about the district's status as an equal opportunity provider and the address of the agency with responsibility to handle complaints made against the district.**

~~"In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.~~

~~Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.~~

~~To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: http:// www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a~~

~~letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:~~

~~(1) mail: U.S. Department of Agriculture~~
~~Office of the Assistant Secretary for Civil Rights~~
~~1400 Independence Avenue, SW~~
~~Washington, D.C. 20250-9410;~~

~~(2) fax: (202) 690-7442; or~~

~~(3) email: program.intake@usda.gov~~

~~This institution is an equal opportunity provider."~~

Forms of communication requiring this nondiscrimination statement include, but are not limited to, web sites, public information releases, publications, and posters, but exclude ~~menus~~ **items such as cups, buttons,**

magnets, and pens that identify the program when the size or configuration makes it impractical. The nondiscrimination statement need not be included on every page of program information on the district's or school's web site, but the statement or a link to the statement shall be included on the home page of the program information.

A short version of the nondiscrimination statement, ~~stating "This institution is an equal opportunity provider,"~~ **as provided by USDA,** may be used on pamphlets, brochures, and flyers in the same print size as the rest of the text.

Complaints of Discrimination

Note: 5 CCR 4610, as amended by Register 2020, No. 21, reduces the applicability of the district's uniform complaint procedures (UCP) for complaints regarding child nutrition programs. 5 CCR 15582, as added by Register 2020, No. 21, requires allegations of discrimination based on race, color, national origin, sex, age, or disability to be referred to USDA. Complaints of discrimination on any other basis are addressed through the district's UCP; see BP/AR 1312.3 - Uniform Complaint Procedures.

For information about compliance complaints, see the section below on "Complaints Regarding Noncompliance with Program Requirements."

~~When a complaint alleging discrimination of the basis of race, color, national origin, sex, age, or disability is unresolved at the district level, the coordinator shall notify the complainant of the option to contact and/or forward his/her complaint to one of the following~~

~~agencies:~~ **A complaint alleging discrimination in the district's nutrition program(s) on the basis of race, color, national origin, sex, age, or disability shall, within 180 days of the alleged discriminatory act, be filed or referred to USDA at: (5 CCR 15582)**

~~1.~~ ~~Child Nutrition Program Civil Rights and Program Complaint Coordinator, California Department of Education, Nutrition Services Division, 1430 N Street, Room 4503, Sacramento, CA 95814-2342 or call (916) 323-8531 or (800) 952-5609~~

~~2.~~ U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410, (866) 632-9992, (800) 877-8339 (Federal Relay Service - English**, deaf, hard of hearing, or speech disabilities**), (800) 845-6136 (Federal Relay Service - Spanish), fax (202) 690-7442, or email program.intake.usda.gov.

~~Any c~~Complaint**s** ~~concerning the district's nutrition programs~~ **of discrimination on any other basis** shall be investigated **by the district** using the process identified in AR 1312.3 - Uniform Complaint Procedures.

(cf. 1312.3 - Uniform Complaint Procedures)

~~When a complaint alleging discrimination of the basis of race, color, national origin, sex, age, or disability is unresolved at the district level, the coordinator shall notify the complainant of the option to contact and/or forward his/her complaint to one of the following agencies:~~

1. ~~Child Nutrition Program Civil Rights and Program Complaint Coordinator, California Department of Education, Nutrition Services Division, 1430 N Street, Room 4503, Sacramento, CA 95814-2342 or call (916) 323-8531 or (800) 952-5609~~

2. ~~U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410, (866) 632-9992, (800) 877-8339 (Federal Relay Service - English), (800) 845-6136 (Federal Relay Service - Spanish), fax (202) 690-7442, or email program.intake.usda.gov.~~

Complaints Regarding Noncompliance with Program Requirements

Note: 5 CCR 15580-15584, as added by Register 2020, No. 21, require complaints regarding meal counting and claiming, reimbursable meals, eligibility of children or adults, or use of cafeteria funds and allowable expenses to be referred to CDE. During the investigation, the complainant will have the opportunity to present information or evidence to support the allegations, and the district will have the opportunity to respond to the complaint. The district may also be subject to an on-site investigation, which may be unannounced. CDE's written decision will be issued within 90 days of receipt of the complaint.

Complaints regarding noncompliance with other nutrition program requirements are addressed locally as described below.

Any complaint alleging that the district has not complied with program requirements pertaining to meal counting and claiming, reimbursable meals, eligibility of a child or adult, use of cafeteria funds and allowable expenses shall be filed with or referred to CDE. (Education Code 49556; 5 CCR 15584)

Complaints of noncompliance with any other nutrition program requirements shall be submitted to and investigated by the district using the following procedures.

Complaints may be filed by a student or the student's parent/guardian by phone, email, or letter. The complaint shall be submitted within one year from the date of the alleged violation and shall include the following: (5 CCR 15581)

1. **A statement that the district has violated a law or regulation relating to its child nutrition program**

2. **The facts on which the statement is based**

3. **The name of the district or the school against which the allegations are made**

4. **The complainant's contact information**

5. **The name of the student if alleging violations regarding a specific student**

Note: Pursuant to 5 CCR 15583, as added by Register 2020, No. 21, districts are required to investigate and issue a written report within the 60-day timeline provided within 5 CCR 4631, and the complainant may appeal the district's report to CDE within the 30-day timeframe provided within 5 CCR 4632.

The district shall investigate and prepare a written report pursuant to 5 CCR 4631. (5 CCR 15583)

Note: Option 1 below is for districts that do not allow complainants to appeal the compliance coordinator's decision to the Governing Board. Option 2 is for districts that allow appeals to the Board, and requires the coordinator's decision within 30 calendar days so that the Board's decision can still be given within the 60-day time limit.

OPTION 1:

Unless extended by written agreement with the complainant, the district's compliance coordinator shall investigate the complaint and prepare a written report to be sent to the complainant within 60 days of the district's receipt of the complaint. (5 CCR 15583; 5 CCR 4631)

NUTRITION PROGRAM COMPLIANCE (continued)

OPTION 2:

Unless extended by written agreement with the complainant, the district's compliance coordinator shall investigate the complaint and prepare a written report to be sent to the complainant within 30 calendar days of the district's receipt of the complaint. If the complainant is dissatisfied with the compliance coordinator's decision, the complainant may, within five business days, file the complaint in writing with the Board.

The Board shall consider the matter at its next regular Board meeting or at a special Board meeting convened in order to meet the 60-day time limit within which the complaint must be answered pursuant to 5 CCR 4631. When required by law, the matter shall be considered in closed session. The Board may decide not to consider the complaint, in which case the coordinator's decision shall be final.

(cf. 9321 - Closed Session)

If the Board considers the complaint, the Board's decision shall be sent to the complainant within 60 calendar days of the district's initial receipt of the complaint or within the time period that has been specified in a written agreement with the complainant. (5 CCR 4631)

Note: The following paragraph is for use by all districts.

If the complainant is not satisfied with the findings in the district's report, the complainant may appeal the decision to CDE by filing a written appeal within 30 days of receiving the decision. (5 CCR 4632)

Legal Reference: (see next page)

NUTRITION PROGRAM COMPLIANCE (continued)

Legal Reference:

EDUCATION CODE
200-262.4 Prohibition of discrimination
42238.01 Definitions for purposes of funding
48985 Notices to parents in language other than English
49060-49079 Student records
49490-49590 Child nutrition programs
PENAL CODE
422.6 Interference with constitutional right or privilege
CODE OF REGULATIONS, TITLE 5
3080 Application of section
4600-4670 Uniform complaint procedures
4900-4965 Nondiscrimination in elementary and secondary education programs
15580-15584 Child nutrition programs complaint procedures
UNITED STATES CODE, TITLE 20
1400-1482 Individuals with Disabilities ~~in~~ Education Act
1681-1688 Discrimination based on sex or blindness, Title IX
UNITED STATES CODE, TITLE 29
794 Section 504 of the Rehabilitation Act of 1973
UNITED STATES CODE, TITLE 42
2000d-2000d-7 Title VI, Civil Rights Act of 1964
2000e-2000e-17 Title VII, Civil Rights Act of 1964 as amended
~~2000h-2000h-6 Title IX~~
12101-12213 Americans with Disabilities Act
CODE OF FEDERAL REGULATIONS, TITLE 7
210.19 National School Lunch Program, additional responsibilities
210.23 National School Lunch Program, district responsibilities
215.7 Special Milk Program, requirements for participation
215.14 Special Milk Program, nondiscrimination
220.7 School Breakfast Program, requirements for participation
220.13 School Breakfast Program, special responsibilities of state agencies
225.3 Summer Food Service Program, administration
*225.7 Summer Food Service Program, program monitoring **and assistance***
225.11 Summer Food Service Program, corrective action procedures
226.6 Child and Adult Care Food Program, state agency administrative responsibilities
250.15 Out-of-condition donated foods, food recalls, and complaints
CODE OF FEDERAL REGULATIONS, TITLE 28
35.101-35.190 Americans with Disabilities Act
*36.303 **Nondiscrimination on the basis of disability, public accommodations, ~~A~~a**uxiliary aids and services*
CODE OF FEDERAL REGULATIONS, TITLE 34
100.1-100.13 Nondiscrimination in federal programs, effectuating Title VI
104.1-104.39 Section 504 of the Rehabilitation Act of 1973
106.1-106.61 Discrimination on the basis of sex, effectuating Title IX, especially:
106.9 Dissemination of policy

Management Resources: (see next page)

NUTRITION PROGRAM COMPLIANCE (continued)

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS
Civil Rights and Complaint Procedures for the U.S. Department of Agriculture Child Nutrition Programs, ***June 2018*** ~~*rev. November 2015*~~
U.S. DEPARTMENT OF AGRICULTURE, FOOD AND NUTRITION SERVICE PUBLICATIONS
Civil Rights Compliance and Enforcement - Nutrition Programs and Activities, FNS Instruction 113-1, November 2005
U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS
Notice of Non-Discrimination, August 2010
WEB SITES
California Department of Education, Nutrition Services Division: http://www.cde.ca.gov/ls/nu
U.S. Department of Agriculture, Food and Nutrition Services: http://www.fns.usda.gov
U.S. Department of Agriculture, Office for Civil Rights: http://www.ascr.usda.gov
U.S. Department of Education, Office for Civil Rights: http://www2.ed.gov/ocr

(7/10 7/16) 7/20

Policy Reference UPDATE Service
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Policy 3555: Nutrition Program Compliance

Status: ADOPTED

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

The Board of Education recognizes the district's responsibility to comply with state and federal nondiscrimination laws as they apply to the district's nutrition programs. The district shall not deny any individual the benefits or service of any nutrition program or discriminate against him/her on any basis prohibited by law.

Coordinator

The Board designates the compliance officer(s) specified in AR 1312.3 - Uniform Complaint Procedures as the district's civil rights coordinator to ensure compliance with the laws governing its nutrition programs and to investigate any related complaints.

The responsibilities of the compliance officer/coordinator include, but are not limited to:

1. Providing the name of the civil rights coordinator, Section 504 coordinator, and Title IX coordinator, if different from the civil rights coordinator, to the California Department of Education and other interested parties

2. Annually providing mandatory civil rights training to all frontline staff who interact with program applicants or participants and to those who supervise frontline staff

   The subject matter of such training shall include, but not be limited to, collection and use of data, effective public notification systems, complaint procedures, compliance review techniques, resolution of noncompliance, requirements for reasonable accommodation of persons with disabilities, requirements for language assistance, conflict resolution, and customer service.

3. Establishing admission and enrollment procedures that do not restrict enrollment of students on the basis of race, ethnicity, national origin, or disability, including preventing staff from incorrectly denying applications and ensuring that such persons have equal access to all programs

4. Sending a public release announcing the availability of the child nutrition programs and/or changes in the programs to public media and to community and grassroots organizations that interact directly with eligible or potentially eligible participants

5. Communicating the program's nondiscrimination policy and applicable complaint procedures, as provided in the section "Notifications" below

6. Providing appropriate translation services when a significant number of persons in the surrounding population have limited English proficiency

7. Ensuring that every part of a facility is accessible to and usable by persons with disabilities and that participants with disabilities are not excluded from the benefits or services due to inaccessibility of facilities

8. Ensuring that special meals are made available to participants with disabilities who have a medical statement on file documenting that their disability restricts their diet

9. Implementing procedures to process and resolve civil rights (discrimination) complaints and program-related complaints, including maintaining a complaint log and working with the appropriate person to resolve any complaint

10. Developing a method, which preferably uses self-identification or self-reporting, to collect racial and ethnic data for potentially eligible populations, applicants, and participants

Notifications

The U.S. Department of Agriculture's (USDA) "And Justice for All" civil rights poster or a substitute poster approved by the USDA's Food and Nutrition Service shall be displayed in areas visible to the district's nutrition program participants, such as food service areas and school offices.

The coordinator shall notify the public, all program applicants, participants, and potentially eligible persons of their program rights and responsibilities and steps necessary for participation. Applicants, participants, and the public also

shall be advised of their right to file a complaint, how to file a complaint, the complaint procedures, and that a complaint may be file anonymously or by a third party.

In addition, all forms of communication available to the public regarding program availability shall contain, in a prominent location, the following statement:

"In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

(1) mail: U.S. Department of Agriculture

Office of the Assistant Secretary for Civil Rights

1400 Independence Avenue, SW

Washington, D.C. 20250-9410;

(2) fax: (202) 690-7442; or

(3) email: program.intake@usda.gov.

This institution is an equal opportunity provider."

Forms of communication requiring this nondiscrimination statement include, but are not limited to, web sites, public information releases, publications, and posters, but exclude menus. The nondiscrimination statement need not be included on every page of program information on the district's or school's web site, but the statement or a link to the statement shall be included on the home page of the program information.

A short version of the nondiscrimination statement, stating "This institution is an equal opportunity provider," may be used on pamphlets, brochures, and flyers in the same print size as the rest of the text.

Complaints

Any complaint concerning the district's nutrition programs shall be investigated using the process identified in AR 1312.3 - Uniform Complaint Procedures.

When a complaint alleging discrimination of the basis of race, color, national origin, sex, age, or disability is unresolved at the district level, the coordinator shall notify the complainant of the option to contact and/or forward his/her complaint to one of the following agencies:

1. Child Nutrition Program Civil Rights and Program Complaint Coordinator, California Department of Education, Nutrition Services Division, 1430 N Street, Room 4503, Sacramento, CA 95814-2342 or call (916) 323-8531 or (800) 952-5609

2. U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410, (866) 632-9992, (800) 877-8339 (Federal Relay Service - English), (800) 845-6136 (Federal Relay Service - Spanish), fax (202) 690-7442, or email program.intake.usda.gov.

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

State References	Description
5 CCR 3080	Applicability of uniform complaint procedures to complaints regarding students with disabilities
5 CCR 4600-4670	Uniform complaint procedures
5 CCR 4900-4965	Nondiscrimination in elementary and secondary education programs
Ed. Code 200-262.4	Educational equity; prohibition of discrimination on the basis of sex
Ed. Code 48985	Notices to parents in language other than English
Ed. Code 49060-49079	Student records
Ed. Code 49490-49590	Child nutrition programs
Pen. Code 422.6	Interference with constitutional right or privilege

Federal References	Description
20 USC 1400-1482	Individuals with Disabilities in Education Act
20 USC 1681-1688	Discrimination based on sex or blindness, Title IX
20 USC 1681-1688	Title IX, 1972 Education Act Amendments
28 CFR 35.101-35.190	Americans with Disabilities Act
28 CFR 36.303	Auxiliary aids and services
29 USC 794	Rehabilitation Act of 1973, Section 504
34 CFR 100.1-100.13	Nondiscrimination in federal programs, effectuating Title VI
34 CFR 104.1-104.39	Section 504 of the Rehabilitation Act of 1973
34 CFR 106.1-106.61	Discrimination on the basis of sex, effectuating Title IX
34 CFR 106.9	Dissemination of policy
42 USC 12101-12213	Americans with Disabilities Act
42 USC 2000d-2000d-7	Title VI, Civil Rights Act of 1964
42 USC 2000e-2000e-17	Title VII, Civil Rights Act of 1964, as amended
7 CFR 210.23	National School Lunch Program, district responsibilities
7 CFR 215.14	Special Milk Program, nondiscrimination
7 CFR 215.7	Special Milk Program, requirements for participation
7 CFR 220.7	School Breakfast Program, requirements for participation
7 CFR 225.3	Summer Food Service Program, administration
7 CFR 225.7	Summer Food Service Program, program monitoring

Management Resources References	Description
CA DOE Publication	Civil Rights and Complaint Procedures for the U.S. Department of Agriculture Child Nutrition Programs, rev. November 2015
U.S. DOE Office for Civil Rights Publication	Notice of Non-Discrimination, August 2010
USDA, Food & Nutrition Service Publication	Civil Rights Compliance and Enforcement - Nutrition Programs and Activities, FNS Instruction 113-1, November 2005
Website	U.S. Department of Agriculture, Office for Civil Rights
Website	U.S. Department of Agriculture, Food and Nutrition Service
Website	California Department of Education, Nutrition Services Division
Website	U.S. Department of Education, Office for Civil Rights

Cross References	Description
0410	Nondiscrimination In District Programs And Activities
1100	Communication With The Public
1312.1	Complaints Concerning District Employees
1312.1	Complaints Concerning District Employees
3312	Contracts
3550	Food Service/Child Nutrition Program
3550	Food Service/Child Nutrition Program
3551	Food Service Operations/Cafeteria Fund
3551	Food Service Operations/Cafeteria Fund
3552	Summer Meal Program
3552	Summer Meal Program
3553	Free And Reduced Price Meals
3553	Free And Reduced Price Meals
4231	Staff Development
5022	Student And Family Privacy Rights
5022	Student And Family Privacy Rights
5030	Student Wellness
5125	Student Records
5125	Student Records
5141.27	Food Allergies/Special Dietary Needs
5141.27	Food Allergies/Special Dietary Needs
5145.6	Parental Notifications
6159	Individualized Education Program
6159	Individualized Education Program
6164.6	Identification And Education Under Section 504
6164.6	Identification And Education Under Section 504

CSBA Sample NEW
Exhibit

Business and Noninstructional Operations E 3555(a)

NUTRITION PROGRAM COMPLIANCE

NONDISCRIMINATION STATEMENT FOR NUTRITION PROGRAMS

Note: As part of its instructions to all recipients of federal funds **for child nutrition programs**, ~~FNS~~ **the U.S. Department of Agriculture (USDA)** requires that all forms of communication available to the public regarding program availability also contain information about that recipient's status as an equal opportunity provider and the address of the agency with responsibility to handle complaints made against the recipient. ~~FNS~~ **The following exhibit presents** ~~provides~~ specific language **provided by USDA** for the notification**, which must not be modified in any way.** ~~and prohibits its modification in any way. The FNS requires that all documents, pamphlets, brochures, and other materials be updated to include the 2015 statement when supplies are exhausted, but no later than September 30, 2016.~~

The following statement shall be included, in a prominent location, on all forms available to the public regarding the availability of the district's child nutrition programs:

"In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: **https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer** ~~http://www.ascr.usda.gov/complaint_filing_cust.html~~, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

(1) mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;

NUTRITION PROGRAM COMPLIANCE (continued)

(2) fax: (202) 690-7442; or

(3) email: program.intake@usda.gov

This institution is an equal opportunity provider."

On pamphlets, brochures, and flyers, in the same print size as the rest of the text, the district may print a short version of the nondiscrimination statement, as follows:

"This institution is an equal opportunity provider."

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Policy Reference UPDATE Service
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SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: March 11, 2021

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

FROM:
Human Resources
Linda Gonzales, Executive Director

☐ Informational
☒ Action

AGENDA ITEM: FIRST READING AND ADOPTION OF NEW AND REVISED BOARD POLICIES, ADMINISTRATIVE REGULATIONS AND EXHIBITS - 4000 SERIES

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

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

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

- Revised AR 4030 – Nondiscrimination in Employment
- Revised BP/AR 4119.11/4219.11/4319.11 – Sexual Harassment
- New AR/Exhibit 4119.12/4219.12/4319.12 – Title IX Sexual Harassment Complaint Procedures
- Revised BP/AR 4157/4257/4357 – Employee Safety
- Revised AR 4157.1/4257.1/4357.1 – Work-Related Injuries
- Revised BP/AR 4119.25/4219.25/4319.25 – Political Activities of Employees
- Revised BP 4140/4240/4340 – Bargaining Units

RECOMMENDATION:
Approve the First Reading and Adoption of Revised Board Policies, Administrative Regulations and Exhibits - 4000 series: Revised Administrative Regulation 4030 – Nondiscrimination in Employment, Revised Board Policy/Administrative Regulation 4119.11/4219.11/4319.11 – Sexual Harassment, New Administrative Regulation/Exhibit 4119.12/4219.12/4319.12 – Title IX Sexual Harassment Complaint Procedures, Revised Board Policy/Administrative Regulation 4157/4257/4357 – Employee Safety, Revised Administrative Regulation 4157.1/4257.1/4357.1 – Work-Related Injuries, Revised Board Policy/Administrative Regulation 4119.25/4219.25/4319.25 – Political Activities of Employees and Revised Board Policy 4140/4240/4340 – Bargaining Units.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ **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)

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

CSBA Sample REVISED
Administrative Regulation

All Personnel AR 4030(a)

NONDISCRIMINATION IN EMPLOYMENT

Cautionary Notice: The following administrative regulation reflects federal Title IX regulations added by 85 Fed. Reg. 30026, effective August 14, 2020, which establish a process for investigating and resolving allegations of conduct that meets the federal definition of sexual harassment. The federal regulations preempt any conflicting state law or regulations, but the interaction between federal and state law is not always clear. Districts should consult legal counsel if questions about a potential conflict arise. Districts should also note that 18 states, including California, have sued the U.S. Department of Education to stop the implementation of these regulations. A preliminary injunction seeking to postpone the effective date of the regulations and prohibit their enforcement is currently pending. If the court grants the injunction, portions of the following administrative regulation will not take effect.

Note: Pursuant to Government Code 11138 and 2 CCR 11023, districts are **mandated** to adopt rules and regulations to ensure that district programs and activities are free from unlawful discriminatory practices. Pursuant to Government Code 12940, protections against discrimination apply to employees, job applicants, persons who serve in unpaid internship or other limited-duration programs to gain unpaid work experience, volunteers, and independent contractors.

All allegations of discrimination in employment, including those involving an employee, job applicant, intern, volunteer, or other person contracted to provide services to the district shall be investigated and resolved in accordance with procedures specified in this administrative regulation.

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 1240 - Volunteer Assistance)
(cf. 3312 - Contracts)
(cf. 3600 - Consultants)
(cf. 4032 - Reasonable Accommodation)

Note: Many nondiscrimination laws and regulations require identification of an employee who is responsible for compliance with the nondiscrimination laws. For example, pursuant to 34 CFR 104.7, 106.8, and 110.25, the district is required to designate the person(s) responsible for the overall implementation of the requirements of federal laws which prohibit discrimination on the basis of disability, sex, and age, i.e., Section 504 of the Rehabilitation Act of 1973 (29 USC 794), Title IX of the Education Amendments of 1972 (20 USC 1681-1688), and the Age Discrimination in Employment Act (29 USC 621-634). The district should fill in the blanks below to designate the responsible employee and contact information.

34 CFR 106.8, as amended by 85 Fed. Reg. 30026, requires the district to designate at least one employee to coordinate its responsibilities under Title IX, who must be referred to as the Title IX Coordinator. The Title IX Coordinator may be the same person designated below, or the district may designate different employees to serve these functions. See AR 4119.11/4219.11/4319.11 - Sexual Harassment. The Title IX Coordinator is responsible for receiving complaints of sexual harassment and determining whether they should be handled in accordance with the procedures specified in this administrative regulation or in accordance with AR 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures; see section on "Complaint Procedure" below.

NONDISCRIMINATION IN EMPLOYMENT (continued)

The district designates the position identified below as its coordinator for nondiscrimination in employment (coordinator) to organize and manage the district's efforts to comply with state and federal nondiscrimination laws and to answer inquiries regarding the district's nondiscrimination policies. The coordinator may be contacted at:

_____
(position title)

_____
(address)

_____
(telephone number)

_____
(email)

Measures to Prevent Discrimination

Note: Pursuant to Government Code 12940 and 2 CCR 11023, the district is required to take all reasonable steps to prevent unlawful discrimination and harassment. 2 CCR 11023 specifies certain requirements to be included in the district's policy. The following section reflects the requirements of 2 CCR 11023 and other applicable laws or regulations, as indicated.

To prevent unlawful discrimination, harassment, and retaliation in district employment, the Superintendent or designee shall implement the following measures:

Note: Pursuant to Government Code 12950, districts are required to post the California Department of Fair Employment and Housing's (DFEH) posters entitled California Law Prohibits Workplace Discrimination and Harassment and Transgender Rights in the Workplace, as provided in item #1. DFEH rules require that these materials be posted electronically and in every location where the district has employees (e.g., district office, hiring office, each school site). These posters and the rules for posting are available on the DFEH web site.

In addition, 2 CCR 11049 requires posting a notice of the rights and obligations of employees who are pregnant, have a related medical condition, or are recovering from childbirth. Also see AR 4161.8/4261.8/4361.8 - Family Care and Medical Leave.

1. Display in a prominent and accessible location at every work site where the district has employees, and post electronically in a conspicuous location on computers for employee use, up-to-date California Department of Fair Employment and Housing (DFEH) posters on the prohibition of workplace discrimination and harassment, the rights of transgender employees, and the rights and obligations of employees who are pregnant, have a related medical condition, or are recovering from childbirth (Government Code 12950; 2 CCR 11013, 11023, 11049)

(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)
(cf. 4161.8/4261.8/4361.8 - Family Care and Medical Leave)

NONDISCRIMINATION IN EMPLOYMENT (continued)

2. Publicize the district's nondiscrimination policy and regulation, including the complaint procedures and the coordinator's contact information, by: (5 CCR 4960; 34 CFR 100.6, 106.9)

   a. Including them in each announcement, bulletin, or application form that is used in employee recruitment

   b. Posting them in all district schools and offices, including staff lounges and other prominent locations

   c. Posting them on the district's web site and providing easy access to them through district-supported social media, when available

(cf. 1113 - District and School Web Sites)
(cf. 1114 - District-Sponsored Social Media)
(cf. 4111/4211/4311 - Recruitment and Selection)

3. Disseminate the district's nondiscrimination policy and administrative regulation to all employees by one or more of the following methods: (2 CCR 11023)

   a. Printing and providing a copy to all employees, with an acknowledgment form for each employee to sign and return

   b. Sending a copy via email with an acknowledgment return form

   c. Posting a copy on the district intranet with a tracking system ensuring all employees have read and acknowledged receipt of the policies

   d. Discussing the policy and regulation with employees upon hire and/or during a new hire orientation session

   e. Any other way that ensures employees receive and understand the policy

(cf. 4112.9/4212.9/4312.9 - Employee Notifications)

4. Provide to employees a handbook which contains information that clearly describes the district's nondiscrimination policy, procedures for filing a complaint, and resources available to employees who believe they have been the victim of any discriminatory or harassing behavior

Note: **Optional** item #5 below provides for training regarding the district's discrimination policy and reporting procedures. For requirements specifically pertaining to sexual harassment training, see AR 4119.11/4219.11/4319.11 - Sexual Harassment. ~~Pursuant to Government Code 12950.1, as amended by SB~~

NONDISCRIMINATION IN EMPLOYMENT (continued)

~~778 (Ch. 215, Statutes of 2019), any district that has five or more employees must provide at least two hours of sexual harassment training to supervisory employees and at least one hour of sexual harassment training to all nonsupervisory employees by January 1, 2021 and once every two years thereafter.~~

5. Provide training regarding the district's nondiscrimination policy, including what constitutes unlawful discrimination, harassment, and retaliation and how and to whom a report of an incident should be made

   The district may also provide bystander intervention training to employees which includes information and practical guidance on how to recognize potentially problematic behaviors and which may motivate them to take action when they observe such behaviors. The training and education may include exercises to provide employees with the skills and confidence to intervene as appropriate and to provide them with resources they can call upon that support their intervention. (Government Code 12950.2)

(cf. 4131 - Staff Development)
(cf. 4231 - Staff Development)
(cf. 4331 - Staff Development)

6. Periodically review the district's recruitment, hiring, and promotion processes and regularly monitor the terms, conditions, and privileges of employment to ensure district compliance with law

7. For any district facility where 10 percent of employees have a language other than English as their spoken language, translate the policy into every language spoken by at least 10 percent of the workforce (2 CCR 11023)

Complaint Procedure

Note: 2 CCR 11023 **mandates** that a district's policy include a complaint process with specified requirements. Some of the requirements of 2 CCR 11023 are similar to those required under existing case law.

Courts have held that liability may be mitigated for hostile environment employment discrimination when (1) the employer took reasonable care to prevent and promptly correct the discriminatory or harassing conduct (i.e., provided a complaint procedure) and (2) the aggrieved employee unreasonably failed to take advantage of corrective opportunities offered by the employer (i.e., failure to file a complaint). In its June 1999 Enforcement Guidance: Vicarious Employer Liability for Unlawful Harassment by Supervisors, the Equal Employment Opportunity Commission (EEOC) outlines the elements of an effective complaint procedure to include (1) a clear explanation of the process; (2) protection against retaliation; (3) designation of multiple individuals authorized to receive complaints; (4) a mechanism for prompt, thorough, and impartial investigation; (5) assurance of immediate and appropriate corrective action; and (6) information about time frames for filing charges with EEOC or DFEH.

NONDISCRIMINATION IN EMPLOYMENT (continued)

While EEOC's guidance recommends a "prompt" investigation, neither the law nor EEOC delineates a specific time frame for resolution. EEOC's guidance acknowledges that whether an investigation is considered "prompt" may vary depending on the seriousness and complexity of the circumstances and that intermediate measures may be necessary to prevent further harassment during the investigation. The following section, including the listed timelines, is consistent with EEOC's guidance and should be modified to reflect district practice.

In lieu of using the procedures described below, complaints of sexual harassment must be addressed through the federal Title IX complaint procedures established pursuant to 34 CFR 106.44-106.45, as added by 85 Fed. Reg. 30026, if the alleged conduct meets the federal definition of sexual harassment. Pursuant to 34 CFR 106.30, Title IX sexual harassment includes (1) a district employee conditioning the provision of a district aid, benefit, or service on an individual's participation in unwelcome sexual conduct; (2) unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the district's education program or activity; or (3) sexual assault, dating violence, domestic violence, or stalking as defined in 20 USC 1092 and 34 USC 12291. See BP/AR 4119.11/4219.11/4319.11 - Sexual Harassment and AR 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures.

Complaints of sexual harassment shall be investigated and resolved in accordance with AR 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures if the alleged conduct meets the definition of sexual harassment pursuant to 34 CFR 106.30.

Any other complaint alleging unlawful discrimination or harassment shall be addressed in accordance with the following procedures:

1. **Notice and Receipt of Complaint:** A complainant may inform a direct supervisor, another supervisor, the coordinator, the Superintendent or, if available, a complaint hotline or an ombudsman. The complainant's direct supervisor may be bypassed in filing a complaint when the supervisor is the subject of the complaint.

   The complainant may first attempt to resolve the situation informally with the complainant's supervisor before filing a written complaint.

   A supervisor or manager who has received information about an incident of discrimination or harassment, or has observed such an incident, shall report it to the coordinator, whether or not the complainant files a written complaint.

   The written complaint should contain the complainant's name, the name of the individual who allegedly committed the act, a description of the incident, the date and location where the incident occurred, any witnesses who may have relevant information, any available evidence of the discrimination or harassment, and any other pertinent information which may assist in investigating and resolving the complaint.

NONDISCRIMINATION IN EMPLOYMENT (continued)

2. **Investigation Process:** The coordinator shall initiate an impartial investigation of an allegation of discrimination or harassment within five business days of receiving notice of the alleged discriminatory or harassing behavior, regardless of whether a written complaint has been filed or whether the written complaint is complete.

   The coordinator shall meet with the complainant to describe the district's complaint procedure and discuss the actions being sought by the complainant in response to the allegation. The coordinator shall inform the complainant that the investigation of the allegations will be fair, timely, and thorough and will be conducted in a manner that provides all parties due process and reaches reasonable conclusions based on the evidence collected. The coordinator shall also inform the parties that the investigation will be kept confidential to the extent possible, but that some information may be disclosed as necessary to conduct an effective investigation.

(cf. 3580 - District Records)
(cf. 4112.6/4212.6/4312.6 - Personnel Files)
(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)

   If the coordinator determines that a detailed fact-finding investigation is necessary, the investigation shall begin immediately. As part of this investigation, the coordinator should interview the complainant, the person accused, and other persons who could be expected to have relevant information.

   The coordinator shall track and document the progress of the investigation to ensure reasonable progress and shall inform the parties as necessary.

   When necessary to carry out the investigation or to protect employee safety, the coordinator may discuss the complaint with the Superintendent or designee, district legal counsel, or the district's risk manager.

   The coordinator shall also determine whether interim measures, such as scheduling changes, transfers, or leaves, need to be taken before the investigation is completed in order to prevent further incidents. The coordinator shall ensure that such interim measures do not constitute retaliation.

3. **Written Report on Findings and Remedial/Corrective Action:** No more than 20 business days after receiving the complaint, the coordinator shall conclude the investigation and prepare a written report of the findings. This timeline may be extended for good cause. If an extension is needed, the coordinator shall notify the parties and explain the reasons for the extension.

   The report shall include the decision and the reasons for the decision and shall summarize the steps taken during the investigation. If a determination has been made

NONDISCRIMINATION IN EMPLOYMENT (continued)

that discrimination or harassment occurred, the report shall also include any corrective action(s) that have been or will be taken to address the behavior, provide appropriate options for remedial actions and resolutions for the complainant, and ensure that retaliation or further discrimination or harassment is prevented. The report shall be presented to the Superintendent or designee.

A summary of the findings shall be presented to the complainant and the person accused.

4. **Appeal to the Governing Board:** The complainant or the person accused may appeal any findings to the Board within 10 business days of receiving the written report of the coordinator's findings. The Superintendent or designee shall provide the Board with all information presented during the investigation. Upon receiving an appeal, the Board shall schedule a hearing as soon as practicable. Any complaint against a district employee shall be addressed in closed session in accordance with law. The Board shall render its decision within 10 business days.

(cf. 1312.1 - Complaints Concerning District Employees)
(cf. 9321 - Closed Session)

Other Remedies

Note: Items #1-3 below state the time limits within which complaints must be filed.

EEOC's guidance states that it is important for employers' nondiscrimination policies to contain information about timeframes for filing charges of unlawful discrimination or harassment with EEOC or DFEH. Employees should be informed that the deadline for filing charges starts to run from the last date of the unlawful act, not from the conclusion of the district's complaint investigation. Pursuant to DFEH procedures, DFEH will automatically forward any complaint it has accepted for investigation to EEOC when the matter falls within EEOC's jurisdiction.

In addition to filing a discrimination or harassment complaint with the district, a person may file a complaint with either DFEH or the Equal Employment Opportunity Commission (EEOC). The time limits for filing such complaints are as follows:

Note: As amended by AB 9 (Ch. 709, Statutes of 2019), Government Code 12960 extends the period of time in which a complaint alleging employment discrimination pursuant to Government Code 12940-12952 may be filed with DFEH, from one year to three years following the alleged discriminatory act(s). That period may be extended under certain circumstances. Districts should consult legal counsel if any questions arise.

1. For filing a complaint with DFEH alleging a violation of Government Code 12940-12952, within three years of the alleged discriminatory act(s), unless an exception exists pursuant to Government Code 12960 (Government Code 12960)

NONDISCRIMINATION IN EMPLOYMENT (continued)

Note: 42 USC 2000e-5 specifies that a person must file a discrimination complaint with EEOC within 180 days of the alleged discriminatory act. Pursuant to 42 USC 2000e-5, the 180-day timeline for compensation discrimination starts when the discriminatory paycheck is received and that each discriminatory paycheck restarts the timeline for the filing of a complaint.

2. For filing a complaint with EEOC, within 180 days of the alleged discriminatory act(s) (42 USC 2000e-5)

3. For filing a complaint with EEOC after first filing a complaint with DFEH, within 300 days of the alleged discriminatory act(s) or within 30 days after the termination of proceedings by DFEH, whichever is earlier (42 USC 2000e-5)

(3/19 12/19) 7/20

Policy Reference UPDATE Service
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Regulation 4030: Nondiscrimination In Employment

Status: ADOPTED

Original Adopted Date: 07/11/2019 **| Last Revised Date:** 10/15/2020 **| Last Reviewed Date:** 10/15/2020

All allegations of discrimination in employment, including those involving an employee, job applicant, intern, volunteer, or other person contracted to provide services to the district shall be investigated and resolved in accordance with procedures specified in this administrative regulation.

The district designates the position identified below as its coordinator for nondiscrimination in employment (coordinator) to organize and manage the district's efforts to comply with state and federal nondiscrimination laws and to answer inquiries regarding the district's nondiscrimination policies. The coordinator may be contacted at:

Executive Director of Human Resources
4350 Otay Mesa Rd.
San Ysidro, CA 92173
(619) 428-4476

Measures to Prevent Discrimination

To prevent unlawful discrimination, harassment, and retaliation in district employment, the Superintendent or designee shall implement the following measures:

1. Display in a prominent and accessible location at every work site where the district has employees, and post electronically in a conspicuous location on computers for employee use, up-to-date California Department of Fair Employment and Housing (DFEH) posters on the prohibition of workplace discrimination and harassment, the rights of transgender employees, and the rights and obligations of employees who are pregnant, have a related medical condition, or are recovering from childbirth (Government Code 12950; 2 CCR 11013, 11023, 11049)

2. Publicize the district's nondiscrimination policy and regulation, including the complaint procedures and the coordinator's contact information, by: (5 CCR 4960; 34 CFR 100.6, 106.9)

    a. Including them in each announcement, bulletin, or application form that is used in employee recruitment

    b. Posting them in all district schools and offices, including staff lounges and other prominent locations

    c. Posting them on the district's web site and providing easy access to them through district-supported social media, when available

3. Disseminate the district's nondiscrimination policy and administrative regulation to all employees by one or more of the following methods: (2 CCR 11023)

    a. Printing and providing a copy to all employees, with an acknowledgment form for each employee to sign and return

    b. Sending a copy via email with an acknowledgment return form

    c. Posting a copy on the district intranet with a tracking system ensuring all employees have read and acknowledged receipt of the policies

    d. Discussing the policy and regulation with employees upon hire and/or during a new hire orientation session

    e. Any other way that ensures employees receive and understand the policy

4. Provide to employees a handbook which contains information that clearly describes the district's nondiscrimination policy, procedures for filing a complaint, and resources available to employees who believe

they have been the victim of any discriminatory or harassing behavior

5. Provide training regarding the district's nondiscrimination policy, including what constitutes unlawful discrimination, harassment, and retaliation and how and to whom a report of an incident should be made

   The district may also provide bystander intervention training to employees which includes information and practical guidance on how to recognize potentially problematic behaviors and which may motivate them to take action when they observe such behaviors. The training and education may include exercises to provide employees with the skills and confidence to intervene as appropriate and to provide them with resources they can call upon that support their intervention. (Government Code 12950.2)

6. Periodically review the district's recruitment, hiring, and promotion processes and regularly monitor the terms, conditions, and privileges of employment to ensure district compliance with law

7. For any district facility where 10 percent of employees have a language other than English as their spoken language, translate the policy into every language spoken by at least 10 percent of the workforce (2 CCR 11023)

Complaint Procedure

Complaints of sexual harassment shall be investigated and resolved in accordance with AR 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures if the alleged conduct meets the definition of sexual harassment pursuant to 34 CFR 106.30.

Any other complaint alleging unlawful discrimination or harassment shall be addressed in accordance with the following procedures:

1. Notice and Receipt of Complaint: A complainant may inform a direct supervisor, another supervisor, the coordinator, the Superintendent or, if available, a complaint hotline or an ombudsman. The complainant's direct supervisor may be bypassed in filing a complaint when the supervisor is the subject of the complaint.

   The complainant may first attempt to resolve the situation informally with the complainant's supervisor before filing a written complaint.

   A supervisor or manager who has received information about an incident of discrimination or harassment, or has observed such an incident, shall report it to the coordinator, whether or not the complainant files a written complaint.

   The written complaint should contain the complainant's name, the name of the individual who allegedly committed the act, a description of the incident, the date and location where the incident occurred, any witnesses who may have relevant information, any available evidence of the discrimination or harassment, and any other pertinent information which may assist in investigating and resolving the complaint.

2. Investigation Process: The coordinator shall initiate an impartial investigation of an allegation of discrimination or harassment within five business days of receiving notice of the alleged discriminatory or harassing behavior, regardless of whether a written complaint has been filed or whether the written complaint is complete.

   The coordinator shall meet with the complainant to describe the district's complaint procedure and discuss the actions being sought by the complainant in response to the allegation. The coordinator shall inform the complainant that the investigation of the allegations will be fair, timely, and thorough and will be conducted in a manner that provides all parties due process and reaches reasonable conclusions based on the evidence collected. The coordinator shall also inform the parties that the investigation will be kept confidential to the extent possible, but that some information may be disclosed as necessary to conduct an effective investigation.

   If the coordinator determines that a detailed fact-finding investigation is necessary, the investigation shall begin immediately. As part of this investigation, the coordinator should interview the complainant, the person

accused, and other persons who could be expected to have relevant information.

The coordinator shall track and document the progress of the investigation to ensure reasonable progress and shall inform the parties as necessary.

When necessary to carry out the investigation or to protect employee safety, the coordinator may discuss the complaint with the Superintendent or designee, district legal counsel, or the district's risk manager.

The coordinator shall also determine whether interim measures, such as scheduling changes, transfers, or leaves, need to be taken before the investigation is completed in order to prevent further incidents. The coordinator shall ensure that such interim measures do not constitute retaliation.

3. Written Report on Findings and Remedial/Corrective Action: No more than 20 business days after receiving the complaint, the coordinator shall conclude the investigation and prepare a written report of the findings. This timeline may be extended for good cause. If an extension is needed, the coordinator shall notify the parties and explain the reasons for the extension.

   The report shall include the decision and the reasons for the decision and shall summarize the steps taken during the investigation. If a determination has been made that discrimination or harassment occurred, the report shall also include any corrective action(s) that have been or will be taken to address the behavior, provide appropriate options for remedial actions and resolutions for the complainant, and ensure that retaliation or further discrimination or harassment is prevented. The report shall be presented to the Superintendent or designee.

   A summary of the findings shall be presented to the complainant and the person accused.

4. Appeal to the Governing Board: The complainant or the person accused may appeal any findings to the Board within 10 business days of receiving the written report of the coordinator's findings. The Superintendent or designee shall provide the Board with all information presented during the investigation. Upon receiving an appeal, the Board shall schedule a hearing as soon as practicable. Any complaint against a district employee shall be addressed in closed session in accordance with law. The Board shall render its decision within 10 business days.

Other Remedies

In addition to filing a discrimination or harassment complaint with the district, a person may file a complaint with either DFEH or the Equal Employment Opportunity Commission (EEOC). The time limits for filing such complaints are as follows:

1. For filing a complaint with DFEH alleging a violation of Government Code 12940-12952, within three years of the alleged discriminatory act(s), unless an exception exists pursuant to Government Code 12960 (Government Code 12960)

2. For filing a complaint with EEOC, within 180 days of the alleged discriminatory act(s) (42 USC 2000e-5)

3. For filing a complaint with EEOC after first filing a complaint with DFEH, within 300 days of the alleged discriminatory act(s) or within 30 days after the termination of proceedings by DFEH, whichever is earlier (42 USC 2000e-5)

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

State References	Description
2 CCR 11006-11086	Discrimination in employment

2 CCR 11023	Harassment and discrimination prevention and correction
2 CCR 11024	Required training and education on harassment based on sex, gender identity and expression, and sexual orientation
2 CCR 11027-11028	National origin and ancestry discrimination
5 CCR 4900-4965	Nondiscrimination in elementary and secondary education programs
Civ. Code 51.7	Freedom from violence or intimidation
Ed. Code 200-262.4	Educational equity; prohibition of discrimination on the basis of sex
Gov. Code 11135	Unlawful discrimination
Gov. Code 11138	Rules and regulations
Gov. Code 12900-12996	Fair Employment and Housing Act
Gov. Code 12940-12952	Unlawful employment practices
Gov. Code 12960-12976	Unlawful employment practices; complaints
Pen. Code 422.56	Definitions, hate crimes

Federal References	**Description**
20 USC 1681-1688	Title IX of the Education Amendments of 1972
28 CFR 35.101-35.190	Americans with Disabilities Act
29 USC 621-634	Age Discrimination in Employment Act
29 USC 794	Rehabilitation Act of 1973, Section 504
34 CFR 100.6	Compliance information
34 CFR 104.7	Designation of responsible employee for Section 504
34 CFR 104.8	Notice
34 CFR 106.8	Designation of responsible employee and adoption of grievance procedures
34 CFR 106.9	Dissemination of policy
34 CFR 110.1-110.39	Nondiscrimination on the basis of age
42 USC 12101-12213	Americans with Disabilities Act
42 USC 2000d-2000d-7	Title VI, Civil Rights Act of 1964, as amended
42 USC 2000e-2000e-17	Title VII, Civil Rights Act of 1964, as amended
42 USC 2000ff-2000ff-11	Genetic Information Nondiscrimination Act of 2008
42 USC 2000h-2-2000h-6	Title IX of the Civil Rights Act of 1964
42 USC 6101-6107	Age discrimination in federally assisted programs

Management Resources References	**Description**
CA Dept of Fair Employment and Housing Publication	California Law Prohibits Workplace Discrimination and Harassment
CA Dept of Fair Employment and Housing Publication	Transgender Rights in the Workplace
CA Dept of Fair Employment and Housing Publication	Workplace Harassment Guide for California Employers
CA Dept of Fair Employment and Housing Publication	Your Rights and Obligations as a Pregnant Employee
Court Decision	Thomson v. North American Stainless LP, (2011) 131 S.Ct. 863
Court Decision	Shephard v. Loyola Marymount, (2002) 102 Cal.Appl 4th 837
U.S. DOE Office for Civil Rights Publication	Notice of Non-Discrimination, August 2010

U.S. Equal Employment Opportunity Comm Publication	EEOC Compliance Manual
U.S. Equal Employment Opportunity Comm Publication	Enforcement Guidance: Vicarious Employer Liability for Unlawful Harassment by Supervisors, June 1999
Website	California Department of Fair Employment and Housing
Website	U.S. Department of Education, Office for Civil Rights
Website	U.S. Equal Employment Opportunity Commission

Cross References	**Description**
0410	Nondiscrimination In District Programs And Activities
0470	COVID-19 Mitigation Plan
1113	District And School Web Sites
1113	District And School Web Sites
1114	District-Sponsored Social Media
1114	District-Sponsored Social Media
1240	Volunteer Assistance
1240	Volunteer Assistance
1312.1	Complaints Concerning District Employees
1312.1	Complaints Concerning District Employees
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3-E(1)	Uniform Complaint Procedures
1312.3-E(2)	Uniform Complaint Procedures
2120	Superintendent Recruitment And Selection
3312	Contracts
3530	Risk Management/Insurance
3530	Risk Management/Insurance
3580	District Records
3580	District Records
3600	Consultants
4000	Concepts And Roles
4032	Reasonable Accommodation
4033	Lactation Accommodation
4111	Recruitment And Selection
4111.2	Legal Status Requirement
4111.2	Legal Status Requirement
4112.4	Health Examinations
4112.6	Personnel Files
4112.8	Employment Of Relatives
4112.9	Employee Notifications
4112.9-E(1)	Employee Notifications
4113.5	Working Remotely
4118	Dismissal/Suspension/Disciplinary Action

4118	Dismissal/Suspension/Disciplinary Action
4119.1	Civil And Legal Rights
4119.11	Sexual Harassment
4119.11	Sexual Harassment
4119.22	Dress And Grooming
4119.23	Unauthorized Release Of Confidential/Privileged Information
4119.41	Employees With Infectious Disease
4131	Staff Development
4144	Complaints
4144	Complaints
4151	Employee Compensation
4154	Health And Welfare Benefits
4154	Health And Welfare Benefits
4161.5	Military Leave
4161.8	Family Care And Medical Leave
4211	Recruitment And Selection
4211.2	Legal Status Requirement
4211.2	Legal Status Requirement
4212.4	Health Examinations
4212.6	Personnel Files
4212.9	Employee Notifications
4212.9-E(1)	Employee Notifications
4213.5	Working Remotely
4218	Dismissal/Suspension/Disciplinary Action
4218	Dismissal/Suspension/Disciplinary Action
4218.1	Dismissal/Suspension/Disciplinary Action (Merit System)
4219.1	Civil And Legal Rights
4219.11	Sexual Harassment
4219.11	Sexual Harassment
4219.22	Dress And Grooming
4219.23	Unauthorized Release Of Confidential/Privileged Information
4219.41	Employees With Infectious Disease
4231	Staff Development
4244	Complaints
4244	Complaints
4251	Employee Compensation
4254	Health And Welfare Benefits
4254	Health And Welfare Benefits
4261.5	Military Leave
4261.8	Family Care And Medical Leave
4311	Recruitment And Selection

4311.2	Legal Status Requirement
4311.2	Legal Status Requirement
4312.4	Health Examinations
4312.6	Personnel Files
4312.9	Employee Notifications
4312.9-E(1)	Employee Notifications
4313.5	Working Remotely
4319.1	Civil And Legal Rights
4319.11	Sexual Harassment
4319.11	Sexual Harassment
4319.22	Dress And Grooming
4319.23	Unauthorized Release Of Confidential/Privileged Information
4319.41	Employees With Infectious Disease
4331	Staff Development
4344	Complaints
4344	Complaints
4351	Employee Compensation
4354	Health And Welfare Benefits
4361.5	Military Leave
4361.8	Family Care And Medical Leave
9000-B	Role Of The Board
9321-B	Closed Session

Note: Education Code 231.5, 2 CCR 11023, and 34 CFR 106.8 mandate the district to have a written policy on sexual harassment. As part of this mandate, the district also should adopt a sexual harassment policy related to students; see BP/AR 5145.7 - Sexual Harassment **and AR 5145.71 - Title IX Sexual Harassment Complaint Procedures.**

Sexual harassment is prohibited pursuant to Title VII of the Civil Rights Act of 1964 (42 USC 2000e-2000e-17) and/or Title IX of the Education Amendments of 1972 (20 USC 1681-1688; 34 CFR 106.1-106.82), as well as the California Fair Employment and Housing Act (Government Code 12900-12996). Whether a complaint of sexual harassment is addressed through federal Title IX complaint procedures adopted pursuant to 34 CFR 106.44-106.45, as added by 85 Fed. Reg. 30026, or procedures adopted pursuant to 2 CCR 11023 is dependent on whether the alleged conduct meets the more stringent federal definition of sexual harassment or the state definition. **In order to meet the applicable timelines, in some instances it may be necessary to review a complaint under both procedures concurrently.** See the accompanying administrative regulation, AR 4030 - Nondiscrimination in Employment, and AR 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures.

Pursuant to 2 CCR 11034, the district may be liable for sexual harassment committed by a supervisor, coworker, or a third party. Pursuant to Government Code 12940, employers may also be held liable for sexual harassment committed against their workers by clients, customers, or other third parties if they knew or should have known of the harassment and failed to take immediate and appropriate corrective action to stop the harassment.

The following policy shall apply to all district employees, interns, volunteers, contractors, job applicants, and other persons with an employment relationship with the district.

The Governing Board is committed to providing a safe work environment that is free of harassment and intimidation. The Board prohibits sexual harassment against district employees and retaliatory behavior or action against any person who complains, testifies, or otherwise participates in the complaint process established for the purpose of this policy.

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 4030 - Nondiscrimination in Employment)

Note: Government Code 12940 clarifies that sexual harassment includes harassment based on sex, gender, pregnancy, childbirth, or related medical conditions.

Sexual harassment includes, but is not limited to, harassment that is based on the sex, gender, gender identity, gender expression, or sexual orientation of the victim and harassment based on pregnancy, childbirth, or related medical conditions.

Note: Federal and state courts have provided guidance that may help employers avoid liability or mitigate damages in sexual harassment cases. In Department of Health Services v. Superior Court (McGinnis), the California Supreme Court outlined measures that may constitute mitigating factors in the assessment of damages, including establishing anti-harassment policies, communicating those policies to employees, consistently enforcing the policies, preserving the confidentiality of employees who report harassment, and preventing retaliation against reporting employees. The U.S. Supreme Court in Burlington Industries v. Ellerth held that, for certain claims under federal law, an employer may defend against sexual harassment claims by proving that (1) reasonable care was exercised to prevent and promptly correct any sexually harassing behavior, and (2) the employee (victim) failed to take advantage of the preventive and corrective opportunities provided by the employer.

Pursuant to Government Code 12950.1, as amended by SB 778 (Ch. 215, Statutes of 2019), employers with five or more employees are required to provide sexual harassment training to supervisory and nonsupervisory employees. See the accompanying administrative regulation for timelines and training requirements.

Items #1-4 below reflect the courts' guidance and Government Code 12950.1, and should be modified to reflect district practice.

The Superintendent or designee shall take all actions necessary to ensure the prevention, investigation, and correction of sexual harassment, including but not limited to:

1. Providing training to employees in accordance with law and administrative regulation

2. Publicizing and disseminating the district's sexual harassment policy to employees and others to whom the policy may apply

3. Ensuring prompt, thorough, fair, and equitable investigation of complaints

4. Taking timely and appropriate corrective/remedial action(s), which may require interim separation of the complainant and the alleged harasser and subsequent monitoring of developments

Note: The following optional paragraph reflects a recommendation of the U.S. Equal Employment Opportunity Commission's informal guidance Promising Practices for Preventing Harassment and may be revised to reflect district practice.

The Superintendent or designee shall periodically evaluate the effectiveness of the district's strategies to prevent and address harassment. Such evaluation may involve conducting regular anonymous employee surveys to assess whether harassment is occurring or is perceived to be tolerated, partnering with researchers or other agencies with the needed expertise to evaluate the district's prevention strategies, and using any other effective tool for receiving feedback on systems and/or processes. As necessary, changes shall be made to the harassment policy, complaint procedures, or training.

BP 4119.11(c)
4219.11
4319.11

Sexual Harassment Reports and Complaints

Note: 34 CFR 106.8, as amended by 85 Fed. Reg. 30026, requires the district to designate at least one employee to coordinate its responsibilities under Title IX, who must be referred to as the Title IX Coordinator. See the accompanying administrative regulation.

34 CFR 106.44, as added by 85 Fed. Reg. 30026, requires the district, when there is actual knowledge of sexual harassment, to respond promptly in a manner that is not unreasonable in light of the known circumstances and in compliance with Title IX regulations. 34 CFR 106.30, as added, defines "actual knowledge" as notice of sexual harassment or allegations of sexual harassment being submitted to the district's Title IX Coordinator, any official of the district who has authority to institute corrective measures, or any employee of an elementary or secondary school. For this reason, the district should train all employees regarding the reporting process.

In Faragher v. City of Boca Raton, one of the factors relied on by the U.S. Supreme Court in finding liability for harassment by a supervisor was the failure of the policy to provide an assurance to its employees that harassing supervisors may be bypassed in registering complaints.

District employees who feel that they have been sexually harassed in the performance of their district responsibilities or who have knowledge of any incident of sexual harassment by or against another employee shall immediately report the incident to their direct supervisor, a district administrator, or the district's Title IX Coordinator. Employees may bypass their supervisor in filing a complaint if the supervisor is the subject of the complaint. A supervisor or administrator who receives a harassment complaint shall promptly notify the Title IX Coordinator.

Once notified, the Title IX Coordinator shall ensure the complaint or allegation is addressed through ~~either~~ AR 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures ~~for complaints meeting the Title IX definition of sexual harassment~~ or AR 4030 - Nondiscrimination in Employment ~~for complaints meeting the state definition~~, as applicable~~,~~ ~~and shall offer supportive measures to the complainant~~. Because a complaint or allegation that is dismissed or denied under the Title IX complaint procedure may still be subject to consideration under state law, the Title IX Coordinator shall ensure that any implementation of AR 4119.12/4219.12/4319.12 concurrently meets the requirements of AR 4030.

(cf. 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaints)

The Title IX Coordinator ~~and~~ shall offer supportive measures to the complainant and respondent, as deemed appropriate under the circumstances.

Note: In addition to district discipline imposed on employees who engage in sexual harassment, Government Code 12940 provides that such employees may be held personally liable in a court of law for any damage to the victim(s).

SEXUAL HARASSMENT (continued)

Upon investigation of a sexual harassment complaint, any district employee found to have engaged or participated in sexual harassment or to have aided, abetted, incited, compelled, or coerced another to commit sexual harassment in violation of this policy shall be subject to disciplinary action, up to and including dismissal, in accordance with law and the applicable collective bargaining agreement.

(cf. 4117.7/4317.7 - Employment Status Reports)
(cf. 4118 - Dismissal/Suspension/Disciplinary Action)
(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

Legal Reference:
EDUCATION CODE

200-262.4 Prohibition of discrimination on the basis of sex
GOVERNMENT CODE
12900-12996 Fair Employment and Housing Act, especially:
12940 Prohibited discrimination
12950 Sexual harassment; distribution of information
12950.1 Sexual harassment training
LABOR CODE
1101 Political activities of employees
1102.1 Discrimination: sexual orientation
CODE OF REGULATIONS, TITLE 2
11009 Employment discrimination
11021 Retaliation
11023 Harassment and discrimination prevention and correction
11024 Sexual harassment training and education
11034 Terms, conditions, and privileges of employment
CODE OF REGULATIONS, TITLE 5
4900-4965 Nondiscrimination in elementary and secondary education programs
UNITED STATES CODE, TITLE 20
1681-1688 Title IX of the Education Amendments of 1972
UNITED STATES CODE, TITLE 42
2000e-2000e-17 Title VII, Civil Rights Act of 1964, as amended
CODE OF FEDERAL REGULATIONS, TITLE 34
106.1-106.9 Nondiscrimination on the basis of sex in education programs or activities
106.51-106.82 Nondiscrimination on the basis of sex in employment in education programs or activities
COURT DECISIONS
Department of Health Services v. Superior Court of California, (2003) 31 Cal.4th 1026
Faragher v. City of Boca Raton, (1998) 118 S.Ct. 2275
Burlington Industries v. Ellreth, (1998) 118 S.Ct. 2257
Gebser v. Lago Vista Independent School District, (1998) 118 S.Ct. 1989
Oncale v. Sundowner Offshore Serv. Inc., (1998) 118 S.Ct. 998
Meritor Savings Bank, FSB v. Vinson et al., (1986) 447 U.S. 57

Management Resources: (see next page)

SEXUAL HARASSMENT (continued)

Management Resources:
U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION PUBLICATIONS
Promising Practices for Preventing Harassment, November 2017
WEB SITES
California Department of Fair Employment and Housing: http://www.dfeh.ca.gov
Equal Employment Opportunity Commission: http://www.eeoc.gov
U.S. Department of Education, Office for Civil Rights: http://www.ed.gov/about/offices/list/ocr/index.html

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Board Policy Manual
San Ysidro School District

Policy 4119.11: Sexual Harassment

Status: ADOPTED

Original Adopted Date: 07/11/2019 | **Last Reviewed Date:** 07/11/2019

The Board of Education is committed to providing a safe work environment that is free of harassment and intimidation. The Board prohibits sexual harassment against district employees and retaliatory behavior or action against any person who complains, testifies, or otherwise participates in the complaint process established for the purpose of this policy.

Sexual harassment includes, but is not limited to, harassment that is based on the gender, gender identity, gender expression, or sexual orientation of the victim.

This policy shall apply to all district employees and to other persons on district property or with some employment relationship with the district, such as interns, volunteers, contractors, and job applicants.

Any district employee who engages or participates in sexual harassment or who aids, abets, incites, compels, or coerces another to commit sexual harassment in violation of this policy is subject to disciplinary action, up to and including dismissal.

The Superintendent or designee shall take all actions necessary to ensure the prevention, investigation, and correction of sexual harassment, including but not limited to:

1. Providing training to employees in accordance with law and administrative regulation
2. Publicizing and disseminating the district's sexual harassment policy to employees and others to whom the policy may apply
3. Ensuring prompt, thorough, and fair investigation of complaints
4. Taking timely and appropriate corrective/remedial action(s), which may require interim separation of the complainant and the alleged harasser and subsequent monitoring of developments

The Superintendent or designee shall periodically evaluate the effectiveness of the district's strategies to prevent and address harassment. Such evaluation may involve conducting regular anonymous employee surveys to assess whether harassment is occurring or is perceived to be tolerated, partnering with researchers or other agencies with the needed expertise to evaluate the district's prevention strategies, and using any other effective tool for receiving feedback on systems and/or processes. As necessary, changes shall be made to the harassment policy, complaint procedures, or training.

Sexual Harassment Reports and Complaints

Any district employee who feels that he/she has been sexually harassed in the performance of his/her district responsibilities or who has knowledge of any incident of sexual harassment by or against another employee shall immediately report the incident to his/her direct supervisor, another supervisor, the district's coordinator for nondiscrimination, the Superintendent, or, if available, a complaint hotline or an ombudsman. A supervisor or administrator who receives a harassment complaint shall promptly notify the coordinator.

Complaints of sexual harassment shall be filed and investigated in accordance with the complaint procedure specified in AR 4030 - Nondiscrimination in Employment. An employee may bypass his/her supervisor in filing a complaint where the supervisor is the subject of the complaint.

All complaints and allegations of sexual harassment shall be kept confidential to the extent necessary to carry out the investigation or to take other subsequent necessary actions. (2 CCR 11023)

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

State References	Description
2 CCR 11006-11086	Discrimination in employment
2 CCR 11021	Discrimination in employment - retaliation

2 CCR 11023	Harassment and discrimination prevention and correction
2 CCR 11024	Required training and education on harassment based on sex, gender identity and expression, and sexual orientation
2 CCR 11034	Terms, conditions, and privileges of employment
5 CCR 4900-4965	Nondiscrimination in elementary and secondary education programs
Ed. Code 200-262.4	Educational equity; prohibition of discrimination on the basis of sex
Gov. Code 12900-12996	Fair Employment and Housing Act
Gov. Code 12940	Unlawful discriminatory employment practices
Gov. Code 12950	Sexual harassment
Gov. Code 12950.1	Sexual harassment training
Lab. Code 1101	Political activities of employees
Lab. Code 1102.1	Discrimination: sexual orientation

Federal References	**Description**
20 USC 1681-1688	Title IX prohibition against discrimination
34 CFR 106.1-106.9	Nondiscrimination on the basis of sex in education programs or activities
34 CFR 106.51-106.61	Nondiscrimination on the basis of sex in employment in education program or activities
42 USC 2000e-2000e-17	Title VII, Civil Rights Act of 1964, as amended

Management Resources References	**Description**
Court Decision	Department of Health Services v. Superior Court of California, (2003) 31 Cal.4th 1026
Court Decision	Faragher v. City of Boca Raton, (1998) 118 S.Ct. 2275
Court Decision	Burlington Industries v. Ellreth, (1998) 118 S.Ct. 2257
Court Decision	Gebser v. Lago Vista Independent School District, (1998) 118 S.Ct. 1989
Court Decision	Oncale v. Sundowner Offshore Serv. Inc., (1998) 118 S.Ct. 998
Court Decision	Meritor Savings Bank, FSB v. Vinson et al., (1986) 447 U.S. 57
U.S. Equal Employment Opportunity Com. Publication	Promising Practices for Preventing Harassment, November 2017
Website	California Department of Fair Employment and Housing
Website	U.S. Department of Education, Office for Civil Rights
Website	U.S. Equal Employment Opportunity Commission

Cross References	**Description**
0410	Nondiscrimination In District Programs And Activities
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3-E(1)	Uniform Complaint Procedures
1312.3-E(2)	Uniform Complaint Procedures
3530	Risk Management/Insurance
3530	Risk Management/Insurance

3600	Consultants
4030	Nondiscrimination In Employment
4030	Nondiscrimination In Employment
4040	Employee Use Of Technology
4040-E(1)	Employee Use Of Technology
4112.9	Employee Notifications
4112.9-E(1)	Employee Notifications
4117.7	Employment Status Reports
4118	Dismissal/Suspension/Disciplinary Action
4118	Dismissal/Suspension/Disciplinary Action
4119.21	Professional Standards
4119.21-E(1)	Professional Standards
4119.22	Dress And Grooming
4131	Staff Development
4144	Complaints
4144	Complaints
4212.9	Employee Notifications
4212.9-E(1)	Employee Notifications
4218.1	Dismissal/Suspension/Disciplinary Action (Merit System)
4219.21	Professional Standards
4219.21-E(1)	Professional Standards
4219.22	Dress And Grooming
4231	Staff Development
4244	Complaints
4244	Complaints
4300	Administrative And Supervisory Personnel
4300	Administrative And Supervisory Personnel
4312.9	Employee Notifications
4312.9-E(1)	Employee Notifications
4317.7	Employment Status Reports
4319.21	Professional Standards
4319.21-E(1)	Professional Standards
4319.22	Dress And Grooming
4344	Complaints
4344	Complaints
5145.7	Sexual Harassment
5145.7	Sexual Harassment

CSBA Sample REVISED
Administrative Regulation

All Personnel AR 4119.11(a)
4219.11
SEXUAL HARASSMENT 4319.11

Note: The following administrative regulation is **mandated** pursuant to Education Code 231.5 and includes reasonable steps for preventing the occurrence of discrimination and harassment as required pursuant to Government Code 12940 (California Fair Employment and Housing Act). The focus of this administrative regulation is on sexual harassment by and of employees. Pursuant to Government Code 12940 and 2 CCR 11009, interns, volunteers, and job applicants are entitled to the same protection against sexual harassment as applicable to employees.

For information related to sexual harassment involving students, see BP/AR 5145.7 - Sexual Harassment **and AR 5145.71 - Title IX Sexual Harassment Complaint Procedures**.

The following administrative regulation shall apply to all allegations of sexual harassment involving employees, interns, volunteers, and job applicants, but shall not be used to resolve any complaint by or against a student.

~~**Title IX Coordinator/Compliance Officer**~~

~~Note: Pursuant to 34 CFR 106.8, districts that receive federal financial assistance are mandated to designate an employee to ensure district compliance with Title IX of the Education Amendments of 1972 and its implementing regulations. The following paragraph specifies that the Title IX Coordinator will be the same person(s) designated to serve as the coordinator for nondiscrimination in employment pursuant to AR 4030 - Nondiscrimination in Employment. Districts may modify this policy to designate separate district employees to serve these functions.~~

~~The district designates the following individual(s) as the responsible employee(s) to coordinate its efforts to comply with Title IX of the Education Amendments of 1972, as well as to investigate and resolve sexual harassment complaints under AR 4030 - Nondiscrimination in Employment. The Title IX Coordinator(s) may be contacted at:~~

~~(title or position)~~

~~(address)~~

~~(telephone number)~~

~~(email)~~

~~*(cf. 4030 - Nondiscrimination in Employment)*~~
~~*(cf. 5145.7 - Sexual Harassment)*~~
~~*(cf. 5145.71 - Title IX Sexual Harassment Complaint Procedures)*~~

AR 4119.11(b)
4219.11
4319.11

~~The district shall notify employees, bargaining units, and applicants for employment of the name or title, office address, email address, and telephone number of the district's Title IX Coordinator. (34 CFR 106.8)~~

~~*(cf. 4112.9/4212.9/4312.9 - Employee Notifications)*~~

~~Prohibited Conduct~~ Definitions

Note: Alleged conduct that meets the federal definition of sexual harassment in 34 CFR 106.30, as added by 85 Fed. Reg. 30026, requires investigation and resolution through Title IX regulations; see AR 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures. Pursuant to 34 CFR 106.30, sexual harassment includes (1) a district employee conditioning the provision of a district aid, benefit, or service on an individual's participation in unwelcome sexual conduct; (2) unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the district's education program or activity; or (3) sexual assault, dating violence, domestic violence, or stalking as defined in 20 USC 1092 and 34 USC 12291)

Education Code 212.5 defines sexual harassment as any unwelcome sexual advance, request for sexual favors, and other verbal, visual, or physical conduct of a sexual nature, made by someone in the educational setting. Conduct that does not meet the definition of sexual harassment in 34 CFR 106.30 shall be investigated and resolved in accordance with AR 4030 - Nondiscrimination in Employment.

In Oncale v. Sundowner Offshore Services, Inc., the U.S. Supreme Court held that same-sex sexual harassment could be actionable under Title VII of the Civil Rights Act of 1964 (42 USC 2000e-2000e-17).

~~Prohibited s~~*Sexual harassment* includes, but is not limited to, unwelcome sexual advances, unwanted requests for sexual favors, or other unwanted verbal, visual, or physical conduct of a sexual nature, regardless of whether or not the conduct is motivated by sexual desire. Conduct is considered to be sexual harassment when made against another person of the same or opposite sex in the work or educational setting under any of the following conditions: (Education Code 212.5; Government Code 12940; 2 CCR 11034)

1. Submission to the conduct is made explicitly or implicitly a term or condition of the individual's employment.

2. Submission to or rejection of the conduct is used as the basis for an employment decision affecting the individual.

3. The conduct has the purpose or effect of having a negative impact upon the individual's work performance or of creating an intimidating, hostile, or offensive work environment.

4. Submission to or rejection of the conduct is used as the basis for any decision affecting the individual regarding benefits, services, honors, programs, or activities available at or through the district.

(cf. 4030 - Nondiscrimination in Employment)

For purposes of applying the complaint procedures specified in Title IX of the Education Amendments of 1972, *sexual harassment* is defined as any of the following forms of conduct that occurs in an education program or activity in which a district school exercises substantial control over the context and respondent: (34 CFR 106.30, 106.44)

1. A district employee conditioning the provision of a district aid, benefit, or service on the student's participation in unwelcome sexual conduct

2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the district's education program or activity

3. Sexual assault, dating violence, domestic violence, or stalking as defined in 20 USC 1092 or 34 USC 12291

(cf. 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaints)

Examples of Sexual Harassment

Note: Pursuant to Government Code 12940, the district may be held liable for sexual harassment committed against employees by clients, customers, or other third parties if the district knew, or should have known, of the harassment and failed to take immediate and appropriate corrective action to stop the harassment. The following paragraph clarifies that sexual harassment may include acts by supervisors, co-workers, or other parties and should be modified to reflect district practice.

Examples of actions that might constitute sexual harassment **under state or federal law in accordance with the definitions above,** in the work or educational setting, whether committed by a supervisor, a co-worker, or a non-employee, include, but are not limited to:

1. Unwelcome verbal conduct such as sexual flirtations or propositions; graphic comments about an individual's body; overly personal conversations or pressure for sexual activity; sexual jokes or stories; unwelcome sexual slurs, epithets, threats, innuendoes, derogatory comments, sexually degrading descriptions, or the spreading of sexual rumors

2. Unwelcome visual conduct such as drawings, pictures, graffiti, or gestures; sexually explicit emails; displaying sexually suggestive objects

3. Unwelcome physical conduct such as massaging, grabbing, fondling, stroking, or brushing the body; touching an individual's body or clothes in a sexual way; cornering, blocking, leaning over, or impeding normal movements

Title IX Coordinator/Compliance Officer

Note: Pursuant to 34 CFR 106.8, districts that receive federal financial assistance are mandated to designate an employee to ensure district compliance with Title IX of the Education Amendments of 1972 and its implementing regulations. The following paragraph specifies that the Title IX Coordinator will be the same person(s) designated to serve as the coordinator for nondiscrimination in

employment pursuant to AR 4030 - Nondiscrimination in Employment. Districts may modify this policy to designate separate district employees to serve these functions.

The district designates the following individual(s) as the responsible employee(s) to coordinate its efforts to comply with Title IX of the Education Amendments of 1972 **in accordance with AR 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures,** as well as to oversee, investigate, and resolve sexual harassment complaints processed under AR 4030 - Nondiscrimination in Employment. The Title IX Coordinator(s) may be contacted at:

(title or position)

(address)

(telephone number)

(email)

Note: Government Code 12950.1, as amended by SB 778 (Ch. 215, Statutes of 2019), requires districts with five or more employees to provide sexual harassment training and education to supervisory and nonsupervisory employees by January 1, 2021 (or two years after a training provided in 2019) and once every two years thereafter. As amended, Government Code 12950.1 requires that new nonsupervisory employees be provided the training within six months of hire, consistent with the requirement for all newly hired supervisors or employees promoted to a supervisory position. Compliance with this law does not insulate the district from any liability for harassment.

SEXUAL HARASSMENT (continued)

Governing Board members, as elected officials, are not usually considered "supervisors"; however, since Board members have the authority to hire, reward, or discipline the Superintendent and other employees, Board members may also be required to receive sexual harassment training. Districts should consult with legal counsel to ensure that the appropriate individuals receive training.

Every two years, the Superintendent or designee shall ensure that supervisory employees receive at least two hours, and nonsupervisory employees receive at least one hour, of classroom or other effective interactive training and education regarding sexual harassment. All newly hired employees and employees promoted to a supervisory position shall receive training within six months of their assumption of the new position. (Government Code 12950.1)

A *supervisory employee* is any employee having the authority, in the interest of the district, to hire, transfer, suspend, lay off, promote, discharge, assign, reward, or discipline other employees, or the responsibility to direct them, adjust their grievances, or effectively recommend such action, when the exercise of the authority is not of a merely routine or clerical nature, but requires the use of independent judgment. (Government Code 12926)

(cf. 4300 - Administrative and Supervisory Personnel)

Such training may be completed by employees individually or as part of a group presentation, may be completed in shorter segments as long as the applicable hourly requirement is met, and may be provided in conjunction with other training provided to the employees. The training shall be presented by trainers or educators with knowledge and expertise in the prevention of harassment, discrimination, and retaliation. (Government Code 12950.1)

The district's sexual harassment training and education program shall include, but is not limited to, the following: (Government Code 12950.1; 2 CCR 11024)

1. Information and practical guidance regarding federal and state laws concerning the prohibition, prevention, and correction of sexual harassment

2. The types of conduct that constitute sexual harassment

3. Remedies available for victims in civil actions, and potential employer/individual exposure/liability

4. Strategies to prevent harassment in the workplace

5. Supervisors' obligation to report sexual harassment, discrimination, and retaliation of which they become aware

AR 4119.11(f)
4219.11
4319.11

SEXUAL HARASSMENT (continued)

6. Practical examples which illustrate sexual harassment, discrimination, and retaliation using training modalities such as role plays, case studies, and group discussions, based on factual scenarios taken from case law, news and media accounts, and hypotheticals based on workplace situations and other sources

7. The limited confidentiality of the complaint process

8. Resources for victims of unlawful harassment, such as to whom they should report any alleged harassment

9. Steps necessary to take appropriate remedial measures to correct harassing behavior, which includes the district's obligation to conduct an effective workplace investigation of a harassment complaint

10. What to do if the supervisor is personally accused of harassment

11. The essential elements of the district's anti-harassment policy, and how to use the policy if a harassment complaint is filed

    Employees shall receive a copy of the district's sexual harassment policy and administrative regulations, which they shall read and acknowledge that they have received.

12. Information, including practical examples, of harassment based on gender identity, gender expression, and sexual orientation

13. Prevention of abusive conduct, including a review of the definition and elements of abusive conduct pursuant to Government Code 12950.1, the negative effects that abusive conduct has on the victim and other in the workplace, the detrimental consequences of this conduct on employee productivity and morale, and that a single act does not constitute abusive conduct unless the act is severe or egregious

The Superintendent or designee shall retain for at least two years the records of any training provided to supervisory employees. Such records shall include the names of trained employees, date of the training, the type of training, and the name of the training provider. (2 CCR 11024)

Notifications

The Superintendent or designee shall notify employees that the district does not discriminate on the basis of sex as required by Title IX, that the Title IX nondiscrimination requirement

SEXUAL HARASSMENT (continued)

extends to employment, and that inquiries about the application of Title IX to the district may be referred to the district's Title IX Coordinator and/or to the Assistant Secretary for Civil Rights, U.S. Department of Education. (34 CFR 106.8)

(cf. 4112.9/4212.9/4312.9 - Employee Notifications)

The district shall notify employees, bargaining units, and applicants for employment of the name or title, office address, email address, and telephone number of the district's Title IX Coordinator. (34 CFR 106.8)

A copy of the Board policy and this administrative regulation shall: ~~(Education Code 231.5)~~

1. Be displayed in a prominent location in the main administrative building, district office, or other area of the school where notices of district rules, regulations, procedures, and standards of conduct are posted **(Education Code 231.5)**

2. Be provided to every district employee at the beginning of the first quarter or semester of the school year or whenever a new employee is hired **(Education Code 231.5)**

3. Appear in any school or district publication that sets forth the school's or district's comprehensive rules, regulations, procedures, and standards of conduct **(Education Code 231.5)**

4. **Be posted, along with the name or title and contact information of the Title IX Coordinator, in a prominent location on the district's web site (34 CFR 106.8)**

5. **Be included, along with the name or title and contact information of the Title IX Coordinator, in any handbook provided to employees or employee organizations (34 CFR 106.8)**

Note: Government Code 12950 requires the Department of Fair Employment and Housing (DFEH) to develop an information sheet on employment discrimination and the illegality of sexual harassment and a poster regarding the rights of transgender employees. These documents are available on DFEH's web site.

All employees shall receive a copy of an information sheet prepared by the California Department of Fair Employment and Housing (DFEH) or the district that contains, at a minimum, components on: (Government Code 12950)

1. The illegality of sexual harassment

2. The definition of sexual harassment under applicable state and federal law

AR 4119.11(h)
4219.11
4319.11

SEXUAL HARASSMENT (continued)

3. A description of sexual harassment, with examples

4. The district's complaint process available to the employee

5. The legal remedies and complaint process available through DFEH and the Equal Employment Opportunity Commission (EEOC)

6. Directions on how to contact DFEH and the EEOC

7. The protection against retaliation provided by 2 CCR 11021 for opposing harassment prohibited by law or for filing a complaint with or otherwise participating in an investigation, proceeding, or hearing conducted by DFEH and the EEOC

In addition, the district shall post, in a prominent and accessible location, the DFEH poster on discrimination in employment and the illegality of sexual harassment and the DFEH poster regarding transgender rights. (Government Code 12950)

Complaint Procedures

All complaints and allegations of sexual harassment by and against employees shall be investigated and resolved in accordance with law and district procedures. The Title IX Coordinator shall review the allegations to determine the applicable procedure for responding to the complaint. All complaints that meet the definition of sexual harassment under Title IX shall be investigated and resolved in accordance with AR 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures. Other sexual harassment complaints shall be investigated and resolved pursuant to AR 4030 - Nondiscrimination in Employment.

If sexual harassment is found following an investigation, the Title IX Coordinator, or designee in consultation with the Coordinator, shall take prompt action to stop the sexual harassment, prevent recurrence, and address any continuing effects.

Policy Reference UPDATE Service
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Regulation 4119.11: Sexual Harassment

Status: ADOPTED

Original Adopted Date: 07/11/2019 | **Last Reviewed Date:** 07/11/2019

This administrative regulation shall apply to all allegations of sexual harassment involving employees, interns, volunteers, and job applicants, but shall not be used to resolve any complaint by or against a student.

Definitions

Prohibited sexual harassment includes, but is not limited to, unwelcome sexual advances, unwanted requests for sexual favors, or other unwanted verbal, visual, or physical conduct of a sexual nature made against another person of the same or opposite sex in the work or educational setting when: (Education Code 212.5; Government Code 12940; 2 CCR 11034)

1. Submission to the conduct is made explicitly or implicitly a term or condition of the individual's employment.

2. Submission to or rejection of the conduct is used as the basis for an employment decision affecting the individual.

3. Submission to or rejection of the conduct is used as the basis for any decision affecting the individual regarding benefits, services, honors, programs, or activities available at or through the district.

Prohibited sexual harassment also includes conduct which, regardless of whether or not it is motivated by sexual desire, is so severe or pervasive as to unreasonably interfere with the victim's work performance or create an intimidating, hostile, or offensive work environment.

Examples of actions that might constitute sexual harassment in the work or educational setting, whether committed by a supervisor, a co-worker, or a non-employee, include, but are not limited to:

1. Unwelcome verbal conduct such as sexual flirtations or propositions; graphic comments about an individual's body; overly personal conversations or pressure for sexual activity; sexual jokes or stories; unwelcome sexual slurs, epithets, threats, innuendoes, derogatory comments, sexually degrading descriptions, or the spreading of sexual rumors

2. Unwelcome visual conduct such as drawings, pictures, graffiti, or gestures; sexually explicit emails; displaying sexually suggestive objects

3. Unwelcome physical conduct such as massaging, grabbing, fondling, stroking, or brushing the body; touching an individual's body or clothes in a sexual way; cornering, blocking, leaning over, or impeding normal movements

Training

The Superintendent or designee shall ensure that all employees receive training regarding the district's sexual harassment policies when hired and periodically thereafter. The training shall include how to recognize prohibited or harassing conduct, the procedures for reporting and/or filing complaints involving an employee, employees' duty to use the district's complaint procedures, and employee obligations when a sexual harassment report involving a student is made to the employee. The training shall also include information about processes for employees to informally share or obtain information about harassment without filing a complaint.

Every two years, the Superintendent or designee shall ensure that supervisory employees receive at least two hours of classroom or other effective interactive training and education regarding sexual harassment. All such newly hired or promoted employees shall receive training within six months of their assumption of the new position. (Government Code 12950.1)

A supervisory employee is any employee having the authority, in the interest of the district, to hire, transfer, suspend, lay off, promote, discharge, assign, reward, or discipline other employees, or the responsibility to direct them, adjust their grievances, or effectively recommend such action, when the exercise of the authority is not of a merely routine or clerical nature, but requires the use of independent judgment. (Government Code 12926)

The district's sexual harassment training and education program for supervisory employees shall be aimed at assisting them in preventing and effectively responding to incidents of sexual harassment, as well as implementing mechanisms to promptly address and correct wrongful behavior. The training shall include, but is not limited to, the following: (Government Code 12950.1; 2 CCR 11024)

1. Information and practical guidance regarding federal and state laws on the prohibition, prevention, and correction of sexual harassment, the remedies available to sexual harassment victims in civil actions, and potential district and/or individual exposure or liability

2. The types of conduct that constitute sexual harassment and practical examples which illustrate sexual harassment, discrimination, and retaliation using training modalities such as role plays, case studies, and group discussions, based on factual scenarios taken from case law, news and media accounts, and hypotheticals based on workplace situations and other sources

3. A supervisor's obligation to report sexual harassment, discrimination, and retaliation of which he/she becomes aware and what to do if the supervisor himself/herself is personally accused of harassment

4. Strategies for preventing harassment, discrimination, and retaliation and appropriate steps to ensure that remedial measures are taken to correct harassing behavior, including an effective process for investigation of a complaint

5. The essential elements of the district's anti-harassment policy, including the limited confidentiality of the complaint process and resources for victims of unlawful sexual harassment, such as to whom they should report any alleged sexual harassment, and how to use the policy if a harassment complaint is filed

6. A copy of the district's sexual harassment policy and administrative regulation, which each participant shall acknowledge in writing that he/she has received

7. The definition and prevention of abusive conduct that addresses the use of derogatory remarks, insults, or epithets, other verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating, and the gratuitous sabotage or undermining of a person's work performance

8. Practical examples of harassment based on gender identity, gender expression, and sexual orientation

The Superintendent or designee shall retain for at least two years the records of any training provided to supervisory employees. Such records shall include the names of trained employees, date of the training, the type of training, and the name of the training provider. (2 CCR 11024)

Notifications

A copy of the Board policy and this administrative regulation shall: (Education Code 231.5)

1. Be displayed in a prominent location in the main administrative building, district office, or other area of the school where notices of district rules, regulations, procedures, and standards of conduct are posted

2. Be provided to every district employee at the beginning of the first quarter or semester of the school year or whenever a new employee is hired

3. Appear in any school or district publication that sets forth the school's or district's comprehensive rules, regulations, procedures, and standards of conduct

All employees shall receive a copy of an information sheet prepared by the California Department of Fair Employment and Housing (DFEH) or the district that contains, at a minimum, components on: (Government Code 12950)

1. The illegality of sexual harassment

2. The definition of sexual harassment under applicable state and federal law

3. A description of sexual harassment, with examples

4. The district's complaint process available to the employee

5. The legal remedies and complaint process available through DFEH and the Equal Employment Opportunity Commission (EEOC)

6. Directions on how to contact DFEH and the EEOC

7. The protection against retaliation provided by 2 CCR 11021 for opposing harassment prohibited by law or for filing a complaint with or otherwise participating in an investigation, proceeding, or hearing conducted by DFEH and the EEOC

In addition, the district shall post, in a prominent and accessible location, the DFEH poster on discrimination in employment and the illegality of sexual harassment and the DFEH poster regarding transgender rights. (Government Code 12950)

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

State References	Description
2 CCR 11006-11086	Discrimination in employment
2 CCR 11021	Discrimination in employment - retaliation
2 CCR 11023	Harassment and discrimination prevention and correction
2 CCR 11024	Required training and education on harassment based on sex, gender identity and expression, and sexual orientation
2 CCR 11034	Terms, conditions, and privileges of employment
5 CCR 4900-4965	Nondiscrimination in elementary and secondary education programs
Ed. Code 200-262.4	Educational equity; prohibition of discrimination on the basis of sex
Gov. Code 12900-12996	Fair Employment and Housing Act
Gov. Code 12940	Unlawful discriminatory employment practices
Gov. Code 12950	Sexual harassment
Gov. Code 12950.1	Sexual harassment training
Lab. Code 1101	Political activities of employees
Lab. Code 1102.1	Discrimination: sexual orientation

Federal References	Description
20 USC 1681-1688	Title IX prohibition against discrimination
34 CFR 106.1-106.9	Nondiscrimination on the basis of sex in education programs or activities
34 CFR 106.51-106.61	Nondiscrimination on the basis of sex in employment in education program or activities
42 USC 2000e-2000e-17	Title VII, Civil Rights Act of 1964, as amended

Management Resources References	Description
Court Decision	Department of Health Services v. Superior Court of California, (2003) 31 Cal.4th 1026
Court Decision	Faragher v. City of Boca Raton, (1998) 118 S.Ct. 2275
Court Decision	Burlington Industries v. Ellreth, (1998) 118 S.Ct. 2257
Court Decision	Gebser v. Lago Vista Independent School District, (1998) 118 S.Ct. 1989
Court Decision	Oncale v. Sundowner Offshore Serv. Inc., (1998) 118 S.Ct. 998
Court Decision	Meritor Savings Bank, FSB v. Vinson et al., (1986) 447 U.S. 57
U.S. Equal Employment Opportunity Com. Publication	Promising Practices for Preventing Harassment, November 2017
Website	California Department of Fair Employment and Housing
Website	U.S. Department of Education, Office for Civil Rights

Website	U.S. Equal Employment Opportunity Commission

Cross References	Description
0410	Nondiscrimination In District Programs And Activities
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3-E(1)	Uniform Complaint Procedures
1312.3-E(2)	Uniform Complaint Procedures
3530	Risk Management/Insurance
3530	Risk Management/Insurance
3600	Consultants
4030	Nondiscrimination In Employment
4030	Nondiscrimination In Employment
4040	Employee Use Of Technology
4040-E(1)	Employee Use Of Technology
4112.9	Employee Notifications
4112.9-E(1)	Employee Notifications
4117.7	Employment Status Reports
4118	Dismissal/Suspension/Disciplinary Action
4118	Dismissal/Suspension/Disciplinary Action
4119.21	Professional Standards
4119.21-E(1)	Professional Standards
4119.22	Dress And Grooming
4131	Staff Development
4144	Complaints
4144	Complaints
4212.9	Employee Notifications
4212.9-E(1)	Employee Notifications
4218.1	Dismissal/Suspension/Disciplinary Action (Merit System)
4219.21	Professional Standards
4219.21-E(1)	Professional Standards
4219.22	Dress And Grooming
4231	Staff Development
4244	Complaints
4244	Complaints
4300	Administrative And Supervisory Personnel
4300	Administrative And Supervisory Personnel
4312.9	Employee Notifications
4312.9-E(1)	Employee Notifications
4317.7	Employment Status Reports

4319.21	Professional Standards
4319.21-E(1)	Professional Standards
4319.22	Dress And Grooming
4344	Complaints
4344	Complaints
5145.7	Sexual Harassment
5145.7	Sexual Harassment

All Personnel AR 4119.12(a)
4219.12

TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES 4319.12

Note: Title IX of the Education Amendments of 1972 (20 USC 1681-1688; 34 CFR 106.1-106.82) prohibits discrimination based on sex, including sexual harassment, and **mandates** that the district adopt and publish complaint procedures.

The following administrative regulation reflects the Title IX complaint procedure detailed in 34 CFR 106.44-106.45, as added by 85 Fed. Reg. 30026, which must be used, effective August 14, 2020, to address any complaint of sexual harassment that meets the definition in 34 CFR 106.30. Pursuant to 34 CFR 106.30, allegations of sexual harassment governed by these regulations include (1) a district employee conditioning the provision of a district aid, benefit, or service on an individual's participation in unwelcome sexual conduct; (2) unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the district's education program or activity; or (3) sexual assault, dating violence, domestic violence, or stalking as defined in 20 USC 1092 and 34 USC 12291. Alleged sexual harassment in employment that does not meet this definition should be addressed through the district's complaint procedures described in AR 4030 - Nondiscrimination in Employment.

34 CFR 106.44 requires the district, when there is actual knowledge of sexual harassment, to respond promptly in a manner that is not deliberately indifferent. 34 CFR 106.30 defines "actual knowledge" as notice of sexual harassment or allegations of sexual harassment being submitted to the district's Title IX Coordinator, any official of the district who has authority to institute corrective measures, or any employee of an elementary or secondary school. A district is deliberately indifferent only if its response to Title IX sexual harassment is clearly unreasonable in light of the known circumstances.

Application of the Title IX complaint procedures to the facts of a specific complaint may implicate complicated questions about the intersection of state law, federal law, and, in cases involving employees, the applicable collective bargaining agreement. Districts with questions about specific complaints are strongly encouraged to consult legal counsel.

Also see BP/AR 4119.11/4219.11/4319.11 - Sexual Harassment for information about prohibited conduct, training, required notifications, and processes for reporting sexual harassment.

The complaint procedures described in this administrative regulation shall be used to address any complaint governed by Title IX of the Education Amendments of 1972 alleging that a district employee, while in an education program or activity in which a district school exercises substantial control over the context and respondent, was subjected to one or more of the following forms of sexual harassment: (34 CFR 106.30, 106.44)

1. A district employee conditioning the provision of a district aid, benefit, or service on a person's participation in unwelcome sexual conduct

2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the district's education program or activity

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3. Sexual assault, dating violence, domestic violence, or stalking as defined in 20 USC 1092 or 34 USC 12291

(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)

All other sexual harassment complaints or allegations shall be investigated and ~~responded to pursuant to~~ resolved in accordance with AR 4030 - Nondiscrimination in Employment. The determination of whether the allegations meet the definition of sexual harassment under Title IX shall be made by the district's Title IX Coordinator.

(cf. 4030 - Nondiscrimination in Employment)

Because the complainant has a right to pursue a complaint under AR 4030 for any allegation that is dismissed or denied under the Title IX complaint procedure, the Title IX Coordinator shall ensure that all requirements and timelines for AR 4030 are concurrently met while implementing the Title IX procedure.

Reporting Allegations/Filing a Formal Complaint

Note: Pursuant to 34 CFR 106.30, the timeline for resolving a sexual harassment complaint begins when the district has actual knowledge of sexual harassment, defined as the receipt of a report by the Title IX Coordinator or other employee of an elementary or secondary school. The following paragraph reflects the requirement for any employee to forward the report to the Title IX Coordinator as stated in AR 4119.11/4219.11/4319.11 - Sexual Harassment and may be revised to reflect district practice.

~~A report of sexual harassment shall be submitted directly to or forwarded~~ An employee who is the alleged victim of sexual harassment may submit a report of sexual harassment to the district's Title IX Coordinator using the contact information listed in AR 4119.11/4219.11/4319.11 - Sexual Harassment or to the employee's direct supervisor or other district administrator, who shall forward the report to the Title IX Coordinator within one day of receiving the report.

Upon receiving such a report, the Title IX Coordinator shall inform the complainant of the right to file a formal complaint and the process for filing a formal complaint.

A formal complaint, with the complainant's physical or digital signature, may be filed with the Title IX Coordinator in person, by mail, by email, or by any other method authorized by the district. (34 CFR 106.30)

TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES (continued)

Note: Given the district's duty pursuant to 34 CFR 106.44 to respond to reports of sexual harassment in a manner that is not deliberately indifferent, the Title IX Coordinator should file a complaint in certain situation seven when the victim chooses not to do so, including, but not limited to, when a safety threat exists.

In such cases, **the Title IX Coordinator and** the alleged victim ~~is not a party~~ **are not named parties** to the case, but **the alleged victim must** ~~will~~ receive notices as required by the Title IX regulations at specific points in the complaint process.

Even if the alleged victim chooses not to file a formal complaint, the Title IX Coordinator shall file a formal complaint in situations ~~in which~~ when a safety threat exists. In addition, the Title IX Coordinator may file a formal complaint in other situations as permitted under the Title IX regulations, including as part of the district's obligation to not be deliberately indifferent to known allegations of sexual harassment. In such cases, the Title IX Coordinator shall provide the alleged victim ~~alleged victim is not a party to the case, but will receive~~ notices as required by the Title IX regulations at specific points in the complaint process.

~~A formal complaint, with the complainant's physical or digital signature, may be filed with the Title IX Coordinator in person, by mail, by email, or by any other method authorized by the district. (34 CFR 106.30)~~

The ~~Superintendent or designee shall ensure that the~~ Title IX Coordinator, investigator, decision-maker, or a facilitator of an informal resolution process ~~does~~ shall not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent.~~, and that s~~Such persons shall receive training in accordance with 34 CFR 106.45. (34 CFR 106.45)

Supportive Measures

Upon receipt of a report of Title IX sexual harassment, ~~even if a formal complaint is not filed,~~ the Title IX Coordinator shall promptly contact the complainant to discuss the availability of supportive measures ~~which are nondisciplinary, nonpunitive, and do not unreasonably burden the other party.~~ and shall consider the complainant's wishes with respect to the supportive measures implemented. Supportive measures shall be offered as appropriate, as reasonably available, and without charge to the complainant or the respondent before or after the filing of a formal complaint or where no formal complaint has been filed. Such measures shall be nondisciplinary, nonpunitive, and not unreasonably burden the other party, including measures designed to protect the safety of all parties or the district's educational environment or to deter sexual harassment. ~~Such~~ Supportive measures may include, but are not limited to, counseling, extensions of

TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES (continued)

deadlines, modifications of work schedules, mutual restrictions on contact, changes in work locations, leaves of absence, increased security, and monitoring of certain areas of the campus. ~~The Title IX Coordinator shall consider the complainant's wishes with respect to supportive measures.~~ (34 CFR 106.30, 106.44)

The district shall maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the district's ability to provide the supportive measures. (34 CFR 106.30)

Emergency Removal

If a district employee is the respondent, the employee may be placed on administrative leave during the pendency of the formal complaint process. (34 CFR 106.44)

Note: Pursuant to Education Code 48900.2, a student in grades 4-12 may be suspended and/or expelled from school for sexual harassment. Districts should also note that Education Code 48915(c) requires the Superintendent or designee to recommend expulsion for any student, irrespective of grade, who commits sexual assault or battery as defined in the Penal Code. See AR 5144.1 - Suspension and Expulsion/Due Process.

34 CFR 106.44 allows a student to be removed in emergency situations as described below, but requires that a student should not be "disciplined" prior to a finding being made pursuant to the grievance process established by 34 CFR 106.45. Due to this inconsistency in state and federal law, districts are advised to consult legal counsel as to the manner of imposing an emergency removal.

If the respondent is a student, the district may, on an emergency basis, remove the student from the district's education program or activity, provided that the district conducts an individualized safety and risk analysis, determines that removal is justified due to an immediate threat to the physical health or safety of any student or other individual arising from the allegations, and provides the student with notice and an opportunity to challenge the decision immediately following the removal. This authority to remove a student does not modify a student's rights under the Individuals with Disabilities Education Act or Section 504 of the Rehabilitation Act of 1973. (34 CFR 106.44)

Dismissal of Complaint

The Title IX Coordinator shall dismiss a formal complaint if the alleged conduct would not constitute sexual harassment as defined in 34 CFR 106.30 even if proved. The Title IX Coordinator shall also dismiss any complaint ~~that~~ in which the alleged conduct did not occur in the district's education program or activity or did not occur against a person in the United States, and may dismiss a formal complaint if the complainant notifies the district in writing that the complainant would like to withdraw the complaint or any allegations in the

complaint, the respondent is no longer employed by the district, or sufficient circumstances prevent the district from gathering evidence sufficient to reach a determination with regard to the complaint. (34 CFR 106.45)

Upon dismissal, the Title IX Coordinator shall promptly~~, and simultaneously to the parties,~~ send written notice of the dismissal and the reasons for the dismissal simultaneously to the parties, and shall inform them of their right to appeal the dismissal of a formal complaint or any allegation in the complaint in accordance with the appeal procedures described in the section "Appeals" below. (34 CFR 106.45)

If a complaint is dismissed ~~on the grounds that the alleged conduct does not constitute sexual harassment as defined in 34 CFR 106.30~~, the conduct may still be addressed pursuant to AR 4030 - Nondiscrimination in Employment as applicable.

Informal Resolution Process

When a formal complaint of sexual harassment is filed, the district may offer an informal resolution process, such as mediation, at any time prior to reaching a determination regarding responsibility. The district shall not require a party to participate in the informal resolution process or to waive the right to an investigation and adjudication of a formal complaint. (34 CFR 106.45)

The district may facilitate an informal resolution process provided that the district: (34 CFR 106.45)

1. Provides the parties with written notice disclosing the allegations, the requirements of the informal resolution process, the right to withdraw from the informal process and resume the formal complaint process, and any consequences resulting from participating in the informal resolution process, including that records will be maintained or could be shared.

2. Obtains the parties' voluntary, written consent to the informal resolution process

~~Formal Complaint Process~~ Written Notice

If a formal complaint is filed, the Title IX Coordinator shall provide the known parties with written notice of the following: (34 CFR 106.45)

1. The district's complaint process, including any informal resolution process

TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES (continued)

2. The allegations potentially constituting sexual harassment with sufficient details known at the time, including the identity of parties involved in the incident if known, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident if known. Such notice shall be provided with sufficient time for the parties to prepare a response before any initial interview.

   If, during the course of the investigation, ~~the district investigates allegations~~ **new Title IX allegations arise** about the complainant or respondent that are not included in the initial notice, the Title IX Coordinator shall provide notice of the additional allegations to the parties.

3. A statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the complaint process

4. The opportunity for the parties to have an advisor of their choice who may be, but is not required to be, an attorney, and the ability to inspect and review evidence

5. The prohibition against knowingly making false statements or knowingly submitting false information during the complaint process

Note: The following paragraph is **optional**. Although not required by law, a best practice is to provide notice to the parties of the name of the investigator, facilitator, and decision-maker in order to give the parties an opportunity to raise concerns of conflict of interest or bias as prohibited by 34 CFR 106.45.

The above notice shall also include the name of the investigator, facilitator of an informal process, and decision-maker ~~and shall provide either party with no less than three calendar days to raise concerns of conflict of interest or bias regarding any of these persons~~ **and shall inform the parties that, if at any time a party has concerns regarding conflict of interest or bias regarding any of these persons, the party should immediately notify the Title IX Coordinator**.

Investigation Procedures

8. Create an investigative report that fairly summarizes relevant evidence and, at least 10 days prior to the determination of responsibility, send to the parties and their advisors, if any, the investigative report in an electronic format or a hard copy, for their review and written response

AR 4119.12(h)
4219.12
4319.12

TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES (continued)

~~9. After sending the investigative report to the parties and before reaching a determination regarding responsibility, afford each party the opportunity to submit written, relevant questions that the party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party~~

Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence are offered to prove that someone other than the respondent committed the conduct alleged by the complainant or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent. **(34 CFR 106.45)**

Privacy rights of all parties to the complaint shall be maintained in accordance with applicable state and federal laws.

Note: Districts with questions about the application of a collective bargaining agreement in the context of a Title IX investigation should consult legal counsel.

If the complaint is against an employee, rights conferred under an applicable collective bargaining agreement shall be applied to the extent they do not conflict with the Title IX requirements.

Written Decision

Note: Pursuant to 34 CFR 106.45, the person designated as the decision-maker of the determination of responsibility cannot be the same person designated as the Title IX Coordinator, an investigator, or the person who considers appeals. The following paragraph may be revised to reflect the position designated by the district to provide a written determination of responsibility. While designation decisions will depend on the size of the district, a best practice is to designate an upper-level administrator as the decision-maker and designate the Superintendent as the person to consider appeals.

The Superintendent shall designate an employee as the decision-maker to determine responsibility for the alleged conduct, who shall not be the Title IX Coordinator or a person involved in the investigation of the matter. (34 CFR 106.45)

After ~~sending the investigative report to the parties and~~ **the investigative report has been sent to the parties but** before reaching a determination regarding responsibility, **the decision-maker shall** afford each party the opportunity to submit written, relevant questions that the party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party

AR 4119.12(i)
4219.12
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The decision-maker shall issue, and simultaneously provide to both parties, a written decision as to whether the respondent is responsible for the alleged conduct. (34 CFR 106.45)

Note: 34 CFR 106.45 requires that the district's complaint process include a "reasonably prompt" timeframe for concluding the complaint process, but does not specify the number of days within which the final decision must be issued. Districts may revise the following paragraph to include a different timeline as long as it would satisfy the requirement to act promptly.

The written decision shall be issued within ~~45~~ **60** calendar days of the receipt of the complaint.

The timeline may be temporarily extended for good cause with written notice to the complainant and respondent of the extension and the reasons for the action. (34 CFR 106.45)

Note: 34 CFR 106.45 **mandates** that the district's complaint procedures state whether the district's determination of responsibility will be based on a "preponderance of evidence" standard or "clear and convincing evidence" standard. The following paragraph reflects the "preponderance of evidence" standard, which is a less stringent standard to prove misconduct, and should be revised if the district chooses to use a "clear and convincing evidence" standard. The standard selected by the district must be applied uniformly for all Title IX sexual harassment complaints. The district should consult with legal counsel in determining which standard to use.

In making this determination, the ~~district~~ **decision-maker** shall use the "preponderance of the evidence" standard for all formal complaints of sexual harassment. (34 CFR 106.45)

The written decision shall include the following: (34 CFR 106.45)

1. Identification of the allegations potentially constituting sexual harassment as defined in 34 CFR 106.30

2. A description of the procedural steps taken from receipt of the formal complaint through the written decision, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather other evidence, and hearings held if the district includes hearings as part of the grievance process

3. Findings of fact supporting the determination

4. Conclusions regarding the application of the district's code of conduct **or policies** to the facts

TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES (continued)

5. A statement of, and rationale for, the result as to each allegation, including a decision regarding responsibility, any disciplinary sanctions the district imposes on the respondent, and whether remedies designed to restore or preserve equal access to the district's educational program or activity will be

provided by the district to the complainant

6. The district's procedures and permissible bases for the complainant and respondent to appeal

Appeals

Note: 34 CFR 106.45 allows either the complainant or respondent to appeal the district's decision. The district may revise the following section to reflect applicable timelines established by the district. The following section should also be revised to identify the person who has been designated as the decision-maker(s) for the appeal. Pursuant to 34 CFR 106.45, the decision-maker for the appeal cannot be the same person as the decision-maker that reached the determination regarding responsibility or dismissal, the investigator(s), or the Title IX Coordinator.

Either party may appeal the district's decision or dismissal of a formal complaint or any allegation in the complaint, if the party believes that a procedural irregularity affected the outcome, new evidence is available that could affect the outcome, or a conflict of interest or bias by the Title IX Coordinator, investigator(s), or decision-maker(s) affected the outcome. If an appeal is filed, the district shall: (34 CFR 106.45)

1. Notify the other party in writing when an appeal is filed and implement appeal procedures equally for both parties

2. Ensure that the decision-maker(s) for the appeal is trained in accordance with 34 CFR 106.45 and is not the same decision-maker(s) who reached the determination regarding responsibility or dismissal, the investigator(s), or the Title IX Coordinator

3. Give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome

4. Issue a written decision describing the result of the appeal and the rationale for the result

5. Provide the written decision simultaneously to both parties

An appeal must be filed in writing within 10 calendar days of receiving the ~~determination~~ **notice of the decision or dismissal**, stating the grounds for the appeal and including any relevant documentation in support of the appeal. Appeals submitted after this deadline are not timely and shall not be considered. ~~Either party has the right to file a complaint with the U.S. Department of Education's Office for Civil Rights.~~

A written decision shall be provided to the parties within 20 calendar days from the receipt of the appeal.

Either party has the right to file a complaint with the U.S. Department of Education's Office for Civil Rights **within 180 days of the date of the most recently alleged misconduct**.

The complainant shall be advised of any civil law remedies, including, but not limited to, injunctions, restraining orders, or other remedies or orders that may be available under state or federal antidiscrimination laws, if applicable.

Remedies

Note: 34 CFR 106.45 **mandates** that the district's Title IX complaint process list, or describe the range of possible remedies that the district may implement following any determination of responsibility. The following section may be revised to reflect district practice.

When a determination of responsibility for sexual harassment has been made against the respondent, the district shall provide remedies to the complainant. Such remedies may include the same individualized services described above in the section "Supportive Measures," but need not be nondisciplinary or nonpunitive and need not avoid burdening the respondent. (34 CFR 106.45)

Disciplinary Actions

The district shall not impose any disciplinary sanctions or other actions against a respondent, other than supportive measures as described above in the section "Supportive Measures," until the complaint procedure has been completed and a determination of responsibility has been made. (34 CFR 106.44)

When an employee is found to have committed sexual harassment or retaliation, the district shall take appropriate disciplinary action, up to and including dismissal, in accordance with applicable law and collective bargaining agreement.

(cf. 4117.7/4317.7 - Employment Status Report)
(cf. 4118 - Dismissal/Suspension/Disciplinary Action)
(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)
(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES (continued)

Record-Keeping

The Superintendent or designee shall maintain**,** for a period of seven years**: (34 CFR 106.45)**

1. ~~a~~ **A** record of all reported cases and Title IX investigations of sexual harassment, any determinations of responsibility, any audio or audiovisual recording and transcript if applicable, any disciplinary sanctions imposed, any remedies provided to the complainant, **and** any appeal or informal resolution and the results therefrom~~, and responses made pursuant to 34 CFR 106.44. (34 CFR 106.45)~~

2. **A record of any actions, including supportive measures, taken in response to a report or formal complaint of sexual harassment, including the district's basis for its conclusion that its response was not deliberately indifferent, the measures taken that were designed to restore or preserve equal access to the education program or activity, and, if no supportive measures were provided to the complainant, the reasons that such a response was not unreasonable in light of the known circumstances**

3. ~~The Superintendent or designee shall also maintain for a period of seven years all~~ **All** materials used to train the Title IX Coordinator, investigator(s), decision-maker(s), and any person who facilitates an informal resolution process. The district shall make such training materials publicly available on its web site, or if the district does not maintain a web site, available upon request by members of the public. ~~(34 CFR 106.45)~~

(cf. 1113 - District and School Web Sites)
(cf. 3580 - District Records)

Legal Reference: (see next page)

TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES (continued)

Legal Reference:

EDUCATION CODE
200-262.4 Prohibition of discrimination on the basis of sex
48900 Grounds for suspension or expulsion
48900.2 Additional grounds for suspension or expulsion; sexual harassment
48985 Notices, report, statements and records in primary language
CIVIL CODE
51.9 Liability for sexual harassment; business, service and professional relationships
1714.1 Liability of parents/guardians for willful misconduct of minor
GOVERNMENT CODE
12950.1 Sexual harassment training
CODE OF REGULATIONS, TITLE 5
4600-4670 Uniform complaint procedures
4900-4965 Nondiscrimination in elementary and secondary education programs
UNITED STATES CODE, TITLE 20
1092 Definition of sexual assault
1221 Application of laws
1232g Family Educational Rights and Privacy Act
1681-1688 Title IX of the Education Amendments of 1972
UNITED STATES CODE, TITLE 34
12291 Definition of dating violence, domestic violence, and stalking
UNITED STATES CODE, TITLE 42
1983 Civil action for deprivation of rights
2000d-2000d-7 Title VI, Civil Rights Act of 1964
2000e-2000e-17 Title VII, Civil Rights Act of 1964 as amended
CODE OF FEDERAL REGULATIONS, TITLE 34

99.1-99.67 Family Educational Rights and Privacy
106.1-106.82 Nondiscrimination on the basis of sex in education programs
COURT DECISIONS
Donovan v. Poway Unified School District, (2008) 167 Cal.App.4th 567
Flores v. Morgan Hill Unified School District, (2003, 9th Cir.) 324 F.3d 1130
Reese v. Jefferson School District, (2000, 9th Cir.) 208 F.3d 736
Davis v. Monroe County Board of Education, (1999) 526 U.S. 629
Gebser v. Lago Vista Independent School District, (1998) 524 U.S. 274
Oona by Kate S. v. McCaffrey, (1998, 9th Cir.) 143 F.3d 473
Doe v. Petaluma City School District, (1995, 9th Cir.) 54 F.3d 1447

Management Resources:
WEB SITES
CSBA: http://www.csba.org
California Department of Education: http://www.cde.ca.gov
U.S. Department of Education, Office for Civil Rights: http://www.ed.gov/about/offices/list/ocr

(7/20) 10/20

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CSBA Sample NEW

Exhibit

All Personnel E 4119.12(a)
4219.12

TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES 4319.12

Note: 34 CFR 106.8 requires the district to provide notice to employees, bargaining units, and job applicants of its policy prohibiting sexual harassment and its grievance procedures that provide for the prompt and equitable resolution of sexual harassment complaints. The following exhibit presents a sample notification that meets these requirements and may be modified to reflect district practice. For a sample notice for students and parents/guardians, see E 5145.71 - Title IX Sexual Harassment Complaint Procedures.

Pursuant to 34 CFR 106.8, the district must provide the Title IX Coordinator's contact information on its web site and in any employee handbook. In addition, state law (Education Code 231.5) requires that the district's sexual harassment policy be provided to employees at the beginning of the school year and when newly hired, displayed in district and school offices, and included in any publication that sets forth standards of employee conduct.

NOTICE OF TITLE IX SEXUAL HARASSMENT POLICY

The Code of Federal Regulations, Title 34, Section 106.8 requires the district to issue the following notification to employees, job applicants, and employee organizations:

The district does not discriminate on the basis of sex in any education program or activity that it operates. The prohibition against discrimination on the basis of sex is required by federal law (20 USC 1681-1688; 34 CFR Part 106) and extends to employment. The district also prohibits retaliation against any employee for filing a complaint or exercising any right granted under Title IX.

Title IX requires a school district to take immediate and appropriate action to address any potential Title IX violations that are brought to its attention. Any inquiries about the application of Title IX, this notice, and who is protected by Title IX may be referred to the district's Title IX Coordinator, to the Assistant Secretary for Civil Rights of the U.S. Department of Education, or both.

Note: The district should enter the name/title and contact information of the district's Title IX Coordinator below. Such information should be consistent with the person/position identified in AR 5145.7 - Sexual Harassment.

The district has designated and authorized the following employee as the district's Title IX Coordinator, to address concerns or inquiries regarding discrimination on the basis of sex, including sexual harassment, sexual assault, dating violence, domestic violence, and stalking:

E 4119.12(b)
4219.12
4319.12

_Executive Director of Human Resources_____

(*name and/or title/position*)
_4350 Otay Mesa Rd. San Ysidro, CA 92173_____
(*address*)
_____
(*telephone number*)
_____
(*email address*)

Note: The district may expand the following paragraph to include other means of contact or reporting methods available in the district, such as online submission forms or mobile applications.

Pursuant to 34 CFR 106.8, the district must provide notice to employees, bargaining units, and job applicants of the district's grievance procedures, and process, including how to report or file a formal complaint of sexual discrimination and/or harassment, and how the district will respond.

Any individual may report sex discrimination, including sexual harassment, to the Title IX Coordinator or any other school employee at any time, including during non-business hours, by mail, phone, or email. During district business hours, reports may also be made in person. Upon receiving an allegation of sexual harassment, the Title IX Coordinator will promptly notify the parties, in writing, of the applicable district complaint procedure.

To view an electronic copy of the district's policies and administrative regulations on sexual harassment, including the grievance process that complies with 34 CFR 106.45, please see BP/AR 4119.11/4219.11/4319.11 - Sexual Harassment and AR 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures on the district's web site at _____(*insert website link*)_____.

To inspect or obtain a copy of the district's sexual harassment policies and administrative regulations, please contact:_____(*insert location/phone/email of contact person*) _____.

Materials used to train the Title IX Coordinator, investigator(s), decision-maker(s), and any person who facilitates an informal resolution process are also publicly available on the district's web site or at the district office upon request.

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CSBA Sample
Board Policy

All Personnel BP 4157(a)
4257
EMPLOYEE SAFETY 4357

Note: The following **optional** policy and accompanying administrative regulation may be subject to collective bargaining agreements and should be modified to reflect district practice. Pursuant to Government Code 3543.2, safety conditions of employment are within the scope of bargaining.

The Governing Board is committed to maximizing employee safety and believes that workplace safety is ~~every employee's~~ **the** responsibility **of every employee**. Working conditions and equipment shall comply with standards prescribed by federal, state, and local laws and regulations.

(cf. 0450 - Comprehensive Safety Plan)

No employee shall be required or permitted to be in any place of employment which is unsafe or unhealthful. (Labor Code 6402)

The Superintendent or designee shall promote safety and correct any unsafe work practices through education and enforcement.

~~The Board expects a~~ **A**ll employees **are expected** to use safe work practices and, to the extent possible, correct any unsafe conditions which may occur. If an employee is unable to correct an unsafe condition, ~~he/she~~ **the employee** shall immediately report the problem to the Superintendent or designee.

~~The Superintendent or designee shall promote safety and correct any unsafe work practices through education and enforcement.~~

(cf. 4118 - Dismissal/Suspension/Disciplinary Action)
(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

Note: Labor Code 6401.7 requires **the district** ~~every employer~~ to establish, implement, and maintain an effective injury prevention program. See the accompanying administrative regulation for required program elements.

8 CCR 3203, as amended by Register 2020, No. 10, requires the district to provide employees with access to the district's injury and illness prevention program. See the accompanying administrative regulation for specific requirements.

The Superintendent or designee shall establish and implement a written injury and illness prevention program**, and provide employees with access to such program,** in accordance with law. (Labor Code 6401.7**; 8 CCR 3203**)

(cf. 3514 - Environmental Safety)
(cf. 3514.1 - Hazardous Substances)

BP 4157(b)
4257
4357

EMPLOYEE SAFETY (continued)

(cf. 3516 - Emergencies and Disaster Preparedness Plan)
(cf. 4119.41/4219.41/4319.41 - Employees with Infectious Disease)
(cf. 4119.42/4219.42/4319.42 - Exposure Control Plan for Bloodborne Pathogens)
(cf. 4119.43/4219.43/4319.43 - Universal Precautions)
(cf. 4157.2/4257.2/4357.2 - Ergonomics)
(cf. 4158/4258/4358 - Employee Security)

Note: 8 CCR 3400~~, as amended by Register 2009, No. 35,~~ requires **districts** ~~all employers~~ to make provisions in advance to ensure that employees receive prompt medical treatment for serious injury or illness. See the accompanying administrative regulation for specific requirements.

The Superintendent or designee shall ~~ensure the ready availability of~~ **make** first aid materials **readily available** at district workplaces and shall make effective provisions~~, in advance,~~ **to prepare** for prompt medical treatment in the event of an employee's serious injury or illness. (8 CCR 3400)

No employee shall be discharged or discriminated against for **exercising any right regarding employee safety or health specified in Labor Code 6310, including:**

1. **M**~~m~~aking **a report or** complaints~~,~~

2. **I**~~i~~nstituting proceedings **or causing proceedings to be instituted**~~, or~~

3. **T**~~t~~estifying with regard to employee safety or health ~~or for~~

4. **P**~~p~~articipating in any occupational health and safety committee established pursuant to Labor Code 6401.7 ~~(Labor Code 6310)~~

5. **Requesting access to injury or illness reports and records**

6. **Exercising any other right protected by the Occupational Safety and Health Act**

Legal Reference: (see next page)

BP 4157(c)
4257
4357

EMPLOYEE SAFETY (continued)

Legal Reference:

EDUCATION CODE
32030-32034 Eye safety
32225-32226 Communications devices in classrooms
*32280-32289**.5** School safety plans*
44984 Required rules for industrial accident and illness leave of absence
GOVERNMENT CODE
3543.2 Scope of bargaining
LABOR CODE
132a Workers' compensation; nondiscrimination
*3300 Definition**s** **of employer***
6305 Occupational safety and health standards; special order
6310 Retaliation for filing complaint prohibited
6400-6413.5 Responsibilities and duties of employers and employees, especially:
6401.7 Injury and illness prevention program
CODE OF REGULATIONS, TITLE 8
3203 Injury and illness prevention program
3204 Access to employee exposure and medical records
3400 Medical services and first aid
5095-5100 Control of noise exposure
5193 Bloodborne pathogens
14000-14316 Occupational injury or illness reports and records
CODE OF REGULATIONS, TITLE 17
2508 Reporting of communicable diseases
CODE OF FEDERAL REGULATIONS, TITLE 29
651-678 Occupational safety and health
*1910.95 **Occupational** ~~N~~**n**oise **exposure** ~~standards~~*
1910.1030 Bloodborne pathogens

Management Resources:
DEPARTMENT OF INDUSTRIAL RELATIONS PUBLICATIONS
*Guide to Developing Your Workplace Injury and Illness Prevention Program, rev. August 20**11~~05~~***
WEB SITES
California Department of Industrial Relations, Occupational Safety and Health: http://www.dir.ca.gov/occupational_safety.html
Centers for Disease Control and Prevention: http://www.cdc.gov
National Hearing Conservation Association: http://www.hearingconservation.org
National Institute for Occupational Safety and Health: http://www.cdc.gov/niosh
U.S. Department of Labor, Occupational Safety and Health Administration: http://www.osha.gov

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Board Policy Manual
San Ysidro School District

Policy 4157: Employee Safety

Status: ADOPTED

Original Adopted Date: 07/11/2019 | **Last Reviewed Date:** 07/11/2019

The Board of Education is committed to maximizing employee safety and believes that workplace safety is every employee's responsibility. Working conditions and equipment shall comply with standards prescribed by federal, state, and local laws and regulations.

No employee shall be required or permitted to be in any place of employment which is unsafe or unhealthful. (Labor Code 6402)

The Board expects all employees to use safe work practices and, to the extent possible, correct any unsafe conditions which may occur. If an employee is unable to correct an unsafe condition, he/she shall immediately report the problem to the Superintendent or designee.

The Superintendent or designee shall promote safety and correct any unsafe work practices through education and enforcement.

The Superintendent or designee shall establish and implement a written injury and illness prevention program in accordance with law. (Labor Code 6401.7)

The Superintendent or designee shall ensure the ready availability of first aid materials at district workplaces and shall make effective provisions, in advance, for prompt medical treatment in the event of an employee's serious injury or illness. (8 CCR 3400)

No employee shall be discharged or discriminated against for making complaints, instituting proceedings, or testifying with regard to employee safety or health or for participating in any occupational health and safety committee established pursuant to Labor Code 6401.7. (Labor Code 6310)

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

State References	Description
8 CCR 3203	Injury and illness prevention program
8 CCR 3400	Medical services and first aid
8 CCR 5095-5100	Control of noise exposure
Ed. Code 32030-32034	Eye safety
Ed. Code 32225-32226	Communications devices in classrooms
Ed. Code 32280-32289	School safety plans
Ed. Code 44984	Required rules for industrial accident and illness leave
Gov. Code 3543.2	Scope of representation
Lab. Code 3300	Definitions
Lab. Code 6305	Occupational safety and health standards; special order
Lab. Code 6310	Retaliation for filing complaint prohibited
Lab. Code 6400-6413.5	Responsibilities and duties of employers and employees
Lab. Code 6401.7	Injury and illness prevention program

Federal References	Description
29 CFR 1910.95	Noise standards

Management Resources References	Description

Department of Industrial Relations Publication	Guide to Developing Your Workplace Injury and Illness Prevention Program, rev. August 2005
Website	California Department of Industrial Relations, Occupational Safety and Health
Website	National Institute for Occupational Safety and Health
Website	U.S. Department of Labor, Occupational Safety and Health Administration
Website	National Hearing Conservation Association
Website	Centers for Disease Control and Prevention

Cross References	**Description**
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
0470	COVID-19 Mitigation Plan
3514	Environmental Safety
3514	Environmental Safety
3514.1	Hazardous Substances
3514.1	Hazardous Substances
3516	Emergencies And Disaster Preparedness Plan
3516	Emergencies And Disaster Preparedness Plan
3516.5	Emergency Schedules
3530	Risk Management/Insurance
3530	Risk Management/Insurance
4113.5	Working Remotely
4118	Dismissal/Suspension/Disciplinary Action
4118	Dismissal/Suspension/Disciplinary Action
4119.41	Employees With Infectious Disease
4119.42	Exposure Control Plan For Bloodborne Pathogens
4119.42	Exposure Control Plan For Bloodborne Pathogens
4119.42-E(1)	Exposure Control Plan For Bloodborne Pathogens
4119.43	Universal Precautions
4119.43	Universal Precautions
4131	Staff Development
4156.2	Awards And Recognition
4157.1	Work-Related Injuries
4157.2	Ergonomics
4158	Employee Security
4158	Employee Security
4161.11	Industrial Accident/Illness Leave
4213.5	Working Remotely
4218	Dismissal/Suspension/Disciplinary Action
4218	Dismissal/Suspension/Disciplinary Action
4219.41	Employees With Infectious Disease
4219.42	Exposure Control Plan for Bloodborne Pathogens

4219.42	Exposure Control Plan for Bloodborne Pathogens
4219.42-E(1)	Exposure Control Plan for Bloodborne Pathogens
4219.43	Universal Precautions
4219.43	Universal Precautions
4231	Staff Development
4256.2	Awards And Recognition
4257.1	Work-Related Injuries
4257.2	Ergonomics
4258	Employee Security
4258	Employee Security
4261.11	Industrial Accident/Illness Leave
4313.5	Working Remotely
4319.41	Employees With Infectious Disease
4319.42	Exposure Control Plan for Bloodborne Pathogens
4319.42	Exposure Control Plan for Bloodborne Pathogens
4319.42-E(1)	Exposure Control Plan for Bloodborne Pathogens
4319.43	Universal Precautions
4319.43	Universal Precautions
4331	Staff Development
4356.2	Awards And Recognition
4357.1	Work-Related Injuries
4357.2	Ergonomics
4358	Employee Security
4358	Employee Security
4361.11	Industrial Accident/Illness Leave
5141.6	School Health Services
5141.6	School Health Services
6142.93	Science Instruction

The Superintendent or designee shall provide ~~and implement~~ safety devices~~,~~ and implement safeguards, methods, and processes that are reasonably **necessary for the safety and health of employees in the workplace** ~~adequate to render the employment and place of employment safe and healthful~~. (Labor Code 6401)

(cf. 4157.1/4257.1/4357.1 - Work-Related Injuries)
(cf. 4157.2/4257.2/4357.2 - Ergonomics)
(cf. 4161.11/4261.11/4361.11 - Industrial Accident/Illness Leave)

Injury and Illness Prevention Program

Note: The following section reflects the requirements of Labor Code 6401.7 and 8 CCR 3203 for a written injury and illness prevention program. When developing such a program, districts are encouraged to review the Department of Industrial Relations' Guide to Developing Your Workplace Injury and Illness Prevention Program.

The district's injury and illness prevention program shall cover all district employees and all other workers whom the district controls or directs and directly supervises on the job to the extent that the workers are exposed to hazards specific to their worksite and job assignment. The obligation of contractors or other employers who control or direct and supervise their own employees on the job shall not be affected by the district's injury and illness prevention program. (Labor Code 6401.7)

The district's injury and illness prevention program shall include: (Labor Code 6401.7; 8 CCR 3203)

1. The name/position of the person(s) with authority and responsibility for implementing the program.

2. A system for ensuring that employees comply with safe and healthful work practices, which may include, but not be limited to:

   a. Recognition of employees who follow safe and healthful work practices

(cf. 4156.2/4256.2/4356.2 - Awards and Recognition)

   b. Training and retraining programs

   c. Disciplinary actions

(cf. 4118 - Dismissal/Suspension/Disciplinary Action)

(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

Note: Pursuant to 8 CCR 3203, districts with fewer than 10 employees may fulfill the communication requirements of item #3 below by providing oral instruction in general safe work practices and the hazards unique to the employees' assignments.

3. A system for communicating with employees, in a form readily understandable by all employees, on matters related to occupational health and safety, including provisions designed to encourage employees to report hazards at the worksite without fear of reprisal. The communications system may include, but not be limited to:

   a. Meetings

   b. Training programs

   c. Posting

   d. Written communications

   e. A system of anonymous notification by employees about hazards

Note: Districts may use a labor/management safety and health committee to communicate the contents of the injury and illness prevention program, as long as the committee satisfies the requirements specified below in the section on "Labor/Management Safety and Health Committee."

   f. A labor/management safety and health committee

4. Procedures for identifying and evaluating workplace hazards, including scheduled periodic inspections to identify unsafe conditions and work practices. Such inspections shall be made:

~~Note: Pursuant to 8 CCR 3203, districts should have identified and evaluated workplace hazards when the program was first established in 1991. Hazards should be reevaluated under the conditions specified below.~~

   a. Whenever new substances, processes, procedures, or equipment that represents a new occupational safety or health hazard is introduced into the workplace

   b. Whenever the district is made aware of a new or previously unrecognized hazard

EMPLOYEE SAFETY (continued)

(cf. 3514 - Environmental Safety)
(cf. 3514.1 - Hazardous Substances)

5. A procedure for investigating occupational injury or illness.

6. Methods and/or procedures for correcting unsafe or unhealthful conditions, work practices, and work procedures in a timely manner, based on the severity of the hazard, when the hazard is observed or discovered.

When an imminent hazard exists which cannot be immediately abated without endangering employee(s) and/or property, these procedures shall call for the removal of all exposed staff from the area except those necessary to correct the hazardous condition. Employees needed to correct the condition shall be provided necessary safeguards.

7. Provision of training and instruction as follows:

~~Note: Pursuant to 8 CCR 3203, districts should have provided training and instruction when the program was first established in 1991. Additional training and instruction should be provided under the conditions specified below.~~

a. To all new employees

b. To all employees given new job assignments for which training has not previously been received

c. Whenever new substances, processes, procedures, or equipment is introduced into the workplace and represents a new hazard

d. Whenever the district is made aware of a new or previously unrecognized hazard

e. To supervisors, to familiarize them with the safety and health hazards to which employees under their immediate direction and control may be exposed

(cf. 4131 - Staff Development)
(cf. 4231 - Staff Development)
(cf. 4331 - Staff Development)

EMPLOYEE SAFETY (continued)

Note: Pursuant to 8 CCR 3203, as amended by Register 2020, No. 10, employees or their designated representatives have the right to examine and receive a copy of the district's injury and illness prevention program, and districts are required to provide access as described below. 8 CCR 3203 defines "designated representative" as any individual or organization to whom an employee gives written authorization to exercise a right of access. A recognized or certified collective bargaining agent is, by definition, treated automatically as a designated representative.

Districts are not required to include records of steps taken to implement and maintain the injury and illness prevention program. However, access to such information, or any other information in addition to that required by 8 CCR 3203, may be subject to collective bargaining.

The Superintendent or designee shall provide employees, or their representative designated pursuant to 8 CCR 3203, with either of the following: (8 CCR 3203)

1. Access to the district's injury and illness prevention program in a reasonable time, place, and manner, but in no event later than five business days after the request for access is received from an employee or a designated representative of the employee

When an employee or designated representative requests a copy of the district's injury and illness prevention program, the Superintendent or designee shall provide the requester a printed copy unless the employee or designated representative agrees to receive an electronic copy.

The Superintendent or designee shall provide one printed copy free of charge. If the employee or designated representative requests additional copies within one year of the previous request and the district's injury and illness prevention program has not been updated with new information since the prior copy was provided, the district may charge reasonable reproduction costs pursuant to 8 CCR 3204 for the additional copies.

Note: Pursuant to 8 CCR 3203, an employee has unobstructed access if, as part of the employee's regular work duties, the employee predictably and routinely uses the electronic means to communicate with management or coworkers.

2. Unobstructed access to the district's injury and illness prevention program through the district's server or web site, which allows an employee to review, print, and email the current version of the district's injury and illness prevention program

The Superintendent or designee shall communicate the right and procedure to access the district's injury and illness prevention program to all employees. (8 CCR 3203)

AR 4157(e)
4257
4357

EMPLOYEE SAFETY (continued)

(cf. 4112.9/4212.9/4312.9 - Employee Notifications)

Labor/Management Safety and Health Committee

Note: The following **optional** section is for use by districts that choose to use a labor/management safety and health committee to comply with the requirements of 8 CCR 3203 regarding communication with employees as specified in item #3 above in the section title "Injury and Illness Prevention Program." Pursuant to 8 CCR 3203, if the committee adheres to the following practices, the district shall be deemed to be in substantial compliance with the communications requirements of the law.

The district's labor/management safety and health committee shall: (8 CCR 3203)

1. Meet regularly, but not less than quarterly.

2. Prepare and make available to affected employees written records of the safety and health issues discussed at committee meetings and maintained for review by the California Department of Industrial Relations' Division of Occupational Safety and Health (Cal/OSHA) upon request. These records shall be maintained for at least one year.

3. Review results of the periodic, scheduled worksite inspections.

4. Review investigations of occupational accidents and causes of incidents resulting in occupational injury or illness or exposure to hazardous substances. As appropriate, the committee may submit suggestions to the Superintendent or designee regarding the prevention of future incidents.

5. Review investigations of alleged hazardous conditions brought to the attention of any committee member. When determined necessary by the committee, it may conduct its own inspection and investigation to assist in remedial solutions.

6. Submit recommendations to assist in the evaluation of employee safety suggestions.

7. Upon request of Cal/OSHA, verify abatement action taken by the district to abate citations issued by Cal/OSHA.

Hearing Protection

Whenever employee noise exposure equals or exceeds the standards specified in law, the Superintendent or designee shall implement a hearing conservation program in accordance

EMPLOYEE SAFETY (continued)

with state and federal regulations, including, when required, monitoring of sound levels, **audiogram evaluation and** audiometric testing of affected employees, the provision of hearing protectors, and employee training. (8 CCR 5095-5100; 29 CFR 1910.95)

Eye Safety Devices

Eye safety devices shall be worn by employees whenever they are engaged in or observing an activity involving hazards or hazardous substances likely to cause injury to the eyes. (Education Code 32030-32034)

First Aid and Medical Services

~~Note: The following **optional** section reflects requirements of 8 CCR 3400, as amended by Register 2009, No. 35~~.

The Superintendent or designee shall ensure the ready availability of medical personnel for advice and consultation on matters of industrial health or injury. Whenever a **district facility or district grounds are** ~~workplace is~~ not in close proximity to an infirmary, clinic, or hospital where all injured employees may be treated, the Superintendent or designee shall ensure that at least one employee is adequately trained to provide first aid. (8 CCR 3400)

Note: Pursuant to 8 CCR 3400, if ambulance service is not available within 30 minutes under normal conditions, the district may be required by the California Department of Industrial Relations' Division of Occupational Safety and Health to provide stretchers, blankets, or other adequate warm covering.

The Superintendent or designee shall make adequate first aid materials readily available for employees at every worksite. Such materials shall be approved by a consulting physician and shall be kept in a sanitary and usable

condition. The Superintendent or designee shall frequently inspect all first aid materials and replenish them as necessary. (8 CCR 3400)

The Superintendent or designee shall ensure that suitable facilities for quick drenching or flushing of the eyes and body are provided within the work area for immediate emergency use when the eyes or body or any person may be exposed to injurious corrosive materials. (8 CCR 3400)

Note: 8 CCR 3400~~, as amended by Register 2009, No. 35~~, requires **districts** ~~all employers~~ to make provisions in advance, using one or a combination of the provisions specified in items #1-3 below, to ensure that employees receive prompt medical treatment for serious injury or illness. ~~The~~ d **D**istrict**s** should select the provision(s) that ~~will be used by the~~ **reflect** district **practice**.

EMPLOYEE SAFETY (continued)

To avoid unnecessary delay in medical treatment in the event of an employee's serious injury or illness, the Superintendent or designee shall use one or more of the following: (8 CCR 3400)

1. A communication system for contacting a physician or emergency medical service, such as access to 911 or equivalent telephone system. The communication system or the employees using the system shall have the ability to direct emergency services to the location of the injured or ill employee.

2. Readily accessible and available on-site treatment facilities suitable for treatment of reasonably anticipated injury and illness.

(cf. 5141.6 - School Health Services)

3. Proper equipment for prompt medical transport when transportation of injured or ill employees is necessary and appropriate.

Protection from Communicable Diseases and Infections

Note: The following section contains general information in regard to bloodborne pathogens and infectious diseases as it relates to employee safety. For more information regarding bloodborne pathogens, see BP/AR 4119.42/4219.42/4319.42 - Exposure Control Plan for Bloodborne Pathogens and BP/AR 4119.43/4219.43/4319.43 - Universal Precautions. For more information regarding infectious diseases, see BP 4119.41/4219.41/4319.41 - Employees with Infectious Disease.

The Superintendent or designee shall develop an exposure control plan for bloodborne pathogens that is consistent with the district's injury and illness prevention program. The plan shall include a determination of which job classifications have occupational exposure to blood or other potentially infectious materials; precautions to be implemented, including universal precautions, engineering and work practice controls, and personal protective equipment; availability of the hepatitis B vaccination; provision of information and training to employees; and follow-up actions to be taken if exposure occurs. The district shall ensure that a copy of the exposure control plan is accessible to employees in accordance with law. (8 CCR 5193; 29 CFR 1910.1030)

(cf. 4119.42/4219.42/4319.42 - Exposure Control Plan for Bloodborne Pathogens)
(cf. 4119.43/4219.43/4319.43 - Universal Precautions)

Strategies to prevent and mitigate the outbreak or spread of infectious diseases shall be followed for diseases that are communicated through airborne transmission, skin-to-skin contact, foodborne transmission, or other casual or noncasual means. Such

EMPLOYEE SAFETY (continued)

strategies shall include, but are not limited to, communication and training about the disease(s); campus closures and alternative means of instruction when necessary; preventative measures, such as social distancing, personal protective equipment, temperature checks, and/or any other health screening allowed by law; and cleaning and sanitization of district facilities and equipment.

(cf. 5141.22 - Infectious Diseases)

The Superintendent of designee shall immediately report to the local health officer the presence or suspected presence of any communicable disease. (17 CCR 2508)

COVID-19 Exposure

Note: Pursuant to Labor Code 6409.6, as added by AB 685 (Ch. 84, Statutes of 2020), the district is required to take the following actions whenever it receives notice of potential exposure to COVID-19.

If the district receives notice of potential exposure to COVID-19, the Superintendent or designee shall, within one business day of the notice, take all of the following actions: (Labor Code 6409.6)

1. Provide a written notice to all employees, and the employers of subcontracted employees, who were on the premises at the same worksite as the qualifying individual within the infectious period that they may have been exposed to COVID-19. The notice shall be provided in a manner normally used to communicate employment-related information, which may include, but is not limited to, personal service, email, or text message if it can reasonably be anticipated to be received by the employee within one business day of sending.

2. Provide a written notice to the exclusive representative, if any, of employees who were on the premises within the infectious period

3. Provide all employees who may have been exposed and the exclusive representative, if any, with information regarding:

a. COVID-19-related benefits to which the employee may be entitled under applicable federal, state, or local laws, including, but not limited to, workers' compensation

b. Available leave options for exposed employees

c. Antiretaliation and antidiscrimination protections of the employee

EMPLOYEE SAFETY (continued)

4. Notify all employees, and the employers of subcontracted employees and the exclusive representative, if any, of the disinfection and safety plan that the district plans to complete in accordance with Centers for Disease Control and Prevention guidelines

The above notifications shall be maintained for a period of at least three years. (Labor Code 6409.6)

Note: Labor Code 6409.6, as amended by AB 685, requires the district to provide specified information to the local health agency when a COVID-19 outbreak occurs, as provided below. This notice must contain the same information as would be required in an incident report to the California Department of Industrial Relations' Division of Occupational Safety and Health (Cal/OSHA) Form 300 injury and illness log unless inapplicable or unknown.

If the district is notified of the number of cases that meet the definition of a COVID-19 outbreak, as defined by the California Department of Public Health, within 48 hours, the Superintendent or designee shall, within 48 hours of the notice, notify the local public health agency of the names, number, occupation, and worksite of employees who meet the definition of a qualifying individual. The Superintendent or designee shall continue to give notice to the local health department of any subsequent laboratory-confirmed cases of COVID-19 at the worksite. (Labor Code 6409.6)

Note: Pursuant to Labor Code 6325, as amended by AB 685, until January 1, 2023, Cal/OSHA may prohibit entry into a place of employment when, in its opinion, the place of employment exposes employees to the risk of COVID-19 infection and constitutes an imminent hazard to employees. In such cases, CalOSHA will provide a notice that must be posted in a conspicuous place at the place of employment.

In the event that Cal/OSHA prohibits entry into any district workplace or performance of a district operation or process based on a determination that the workplace exposes employees to the risk of COVID-19 infection and constitutes an imminent hazard to employees, the district shall post a notice thereof provided by Cal/OSHA in a conspicuous place at the work site. This notice shall not be removed except by an authorized representative of Cal/OSHA and only when the place of employment, operation, or process is made safe and the required safeguards or safety appliances or devices are provided. (Labor Code 6325)

(7/99 3/10) 10/20

Policy Reference UPDATE Service
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Regulation 4157: Employee Safety

Status: ADOPTED

Original Adopted Date: 07/11/2019 | **Last Reviewed Date:** 07/11/2019

The Superintendent or designee shall provide and implement safety devices, safeguards, methods, and processes that are reasonably adequate to render the employment and place of employment safe and healthful. (Labor Code 6401)

Injury and Illness Prevention Program

The district's injury and illness prevention program shall cover all district employees and all other workers whom the district controls or directs and directly supervises on the job to the extent that the workers are exposed to hazards specific to their worksite and job assignment. The obligation of contractors or other employers who control or direct and supervise their own employees on the job shall not be affected by the district's injury and illness prevention program. (Labor Code 6401.7)

The district's injury and illness prevention program shall include: (Labor Code 6401.7; 8 CCR 3203)

1. The name/position of the person(s) with authority and responsibility for implementing the program.
2. A system for ensuring that employees comply with safe and healthful work practices, which may include, but not be limited to:
    a. Recognition of employees who follow safe and healthful work practices
    b. Training and retraining programs
    c. Disciplinary actions
3. A system for communicating with employees, in a form readily understandable by all employees, on matters related to occupational health and safety, including provisions designed to encourage employees to report hazards at the worksite without fear of reprisal. The communications system may include, but not be limited to:
    a. Meetings
    b. Training programs
    c. Posting
    d. Written communications
    e. A system of anonymous notification by employees about hazards
    f. A labor/management safety and health committee
4. Procedures for identifying and evaluating workplace hazards, including scheduled periodic inspections to identify unsafe conditions and work practices. Such inspections shall be made:
    a. Whenever new substances, processes, procedures, or equipment that represents a new occupational safety or health hazard is introduced into the workplace
    b. Whenever the district is made aware of a new or previously unrecognized hazard
5. A procedure for investigating occupational injury or illness.
6. Methods and/or procedures for correcting unsafe or unhealthful conditions, work practices, and work procedures in a timely manner, based on the severity of the hazard, when the hazard is observed or discovered.

    When an imminent hazard exists which cannot be immediately abated without endangering employee(s) and/or property, these procedures shall call for the removal of all exposed staff from the area except those necessary to correct the hazardous condition. Employees needed to correct the condition shall be provided

necessary safeguards.

7. Provision of training and instruction as follows:

    a. To all new employees

    b. To all employees given new job assignments for which training has not previously been received

    c. Whenever new substances, processes, procedures, or equipment is introduced into the workplace and represents a new hazard

    d. Whenever the district is made aware of a new or previously unrecognized hazard

    e. To supervisors, to familiarize them with the safety and health hazards to which employees under their immediate direction and control may be exposed

Hearing Protection

Whenever employee noise exposure equals or exceeds the standards specified in law, the Superintendent or designee shall implement a hearing conservation program in accordance with state and federal regulations, including, when required, monitoring of sound levels, audiometric testing of affected employees, the provision of hearing protectors, and employee training. (8 CCR 5095-5100; 29 CFR 1910.95)

Eye Safety Devices

Eye safety devices shall be worn by employees whenever they are engaged in or observing an activity involving hazards or hazardous substances likely to cause injury to the eyes. (Education Code 32030-32034)

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

State References	Description
8 CCR 3203	Injury and illness prevention program
8 CCR 3400	Medical services and first aid
8 CCR 5095-5100	Control of noise exposure
Ed. Code 32030-32034	Eye safety
Ed. Code 32225-32226	Communications devices in classrooms
Ed. Code 32280-32289	School safety plans
Ed. Code 44984	Required rules for industrial accident and illness leave
Gov. Code 3543.2	Scope of representation
Lab. Code 3300	Definitions
Lab. Code 6305	Occupational safety and health standards; special order
Lab. Code 6310	Retaliation for filing complaint prohibited
Lab. Code 6400-6413.5	Responsibilities and duties of employers and employees
Lab. Code 6401.7	Injury and illness prevention program

Federal References	Description
29 CFR 1910.95	Noise standards

Management Resources References	Description
Department of Industrial Relations Publication	Guide to Developing Your Workplace Injury and Illness Prevention Program, rev. August 2005

Website	California Department of Industrial Relations, Occupational Safety and Health
Website	National Institute for Occupational Safety and Health
Website	U.S. Department of Labor, Occupational Safety and Health Administration
Website	National Hearing Conservation Association
Website	Centers for Disease Control and Prevention

Cross References	**Description**
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
0470	COVID-19 Mitigation Plan
3514	Environmental Safety
3514	Environmental Safety
3514.1	Hazardous Substances
3514.1	Hazardous Substances
3516	Emergencies And Disaster Preparedness Plan
3516	Emergencies And Disaster Preparedness Plan
3516.5	Emergency Schedules
3530	Risk Management/Insurance
3530	Risk Management/Insurance
4113.5	Working Remotely
4118	Dismissal/Suspension/Disciplinary Action
4118	Dismissal/Suspension/Disciplinary Action
4119.41	Employees With Infectious Disease
4119.42	Exposure Control Plan For Bloodborne Pathogens
4119.42	Exposure Control Plan For Bloodborne Pathogens
4119.42-E(1)	Exposure Control Plan For Bloodborne Pathogens
4119.43	Universal Precautions
4119.43	Universal Precautions
4131	Staff Development
4156.2	Awards And Recognition
4157.1	Work-Related Injuries
4157.2	Ergonomics
4158	Employee Security
4158	Employee Security
4161.11	Industrial Accident/Illness Leave
4213.5	Working Remotely
4218	Dismissal/Suspension/Disciplinary Action
4218	Dismissal/Suspension/Disciplinary Action
4219.41	Employees With Infectious Disease
4219.42	Exposure Control Plan for Bloodborne Pathogens
4219.42	Exposure Control Plan for Bloodborne Pathogens

4219.42-E(1)	Exposure Control Plan for Bloodborne Pathogens
4219.43	Universal Precautions
4219.43	Universal Precautions
4231	Staff Development
4256.2	Awards And Recognition
4257.1	Work-Related Injuries
4257.2	Ergonomics
4258	Employee Security
4258	Employee Security
4261.11	Industrial Accident/Illness Leave
4313.5	Working Remotely
4319.41	Employees With Infectious Disease
4319.42	Exposure Control Plan for Bloodborne Pathogens
4319.42	Exposure Control Plan for Bloodborne Pathogens
4319.42-E(1)	Exposure Control Plan for Bloodborne Pathogens
4319.43	Universal Precautions
4319.43	Universal Precautions
4331	Staff Development
4356.2	Awards And Recognition
4357.1	Work-Related Injuries
4357.2	Ergonomics
4358	Employee Security
4358	Employee Security
4361.11	Industrial Accident/Illness Leave
5141.6	School Health Services
5141.6	School Health Services
6142.93	Science Instruction

In order to provide medical benefits, temporary or permanent disability benefits, wage replacement, retraining or skill enhancement, and/or death benefits in the event that an employee becomes injured or ill in the course of employment, the district shall provide all employees with insurance and workers' compensation benefits in accordance with law. The Superintendent or designee shall develop an efficient claims handling process that reduces costs and facilitates employee recovery.

(cf. 3320 - Claims and Actions Against the District)
(cf. 4032 - Reasonable Accommodation)
(cf. 4113.4/4213.4/4313.4 - Temporary Modified/Light-Duty Assignment)
(cf. 4154/4254/4354 - Health and Welfare Benefits)
(cf. 4157/4257/4357 - Employee Safety)
(cf. 4157.2/4257.2/4357.2 - Ergonomics)
(cf. 4161.11/4261.11/4361.11 - Industrial Accident/Illness Leave)

The Superintendent or designee shall notify every new employee, at the time of hire or by the end of the first pay period, of **the employee's** ~~his/her~~ right to receive workers' compensation benefits if injured at work. (Labor Code 3551; 8 CCR 15596)

(cf. 4112.9/4212.9/4312.9 - Employee Notifications)

In addition, a notice regarding workers' compensation benefits shall be posted in a conspicuous location frequented by employees, where the notice may be easily read during the workday. (Labor Code 3550)

In the event that an employee is injured or becomes ill in the course of employment, **the employee** ~~he/she~~ shall report the work-related injury or illness to the Superintendent or designee as soon as practicable. **The employee and appropriate district staff shall also promptly document the date and time of any incident, a description of the incident, and any persons present.**

Within one working day of receiving notice or knowledge of any injury to an employee in the course of employment, the Superintendent or designee shall provide a claim form and notice of potential eligibility for workers' compensation benefits to the employee or, in the case of the employee's death, to **the employee's** ~~his/her~~ dependents. The claim form and notice shall be provided personally or by first class mail. (Labor Code 5401)

The Superintendent or designee shall additionally ensure that any employee who is a victim of a crime that occurred at the place of employment is given written notice personally or by first class mail within one working day of the crime, or when the district reasonably should

have known of the crime, that the employee is eligible for workers' compensation benefits for injuries, including psychiatric injuries, that may have resulted from the crime. (Labor Code 3553)

Note: Pursuant to Labor Code 3550, 3551, and 5401, all employee notices described above (i.e., the notice that must be posted in a conspicuous place, the notice provided to all employees at the time of hire, ~~the notice that must be posted in a conspicuous place,~~ and the notice and claim form provided when an employee is injured) must be in a form prescribed by the California Department of Industrial Relations (DIR) Division of Workers' Compensation (DWC). These notices are available on the DWC's web site or through the district's insurer. For districts that employ Spanish-speaking employees, the information must be made available in English and Spanish.

The Superintendent or designee shall ensure that all employee notices described above are in the form prescribed by the Department of Industrial Relations (DIR), Division of Workers Compensation.

Note: Pursuant to Labor Code 6409.1, the district must file a report concerning any injury or illness which has, or is alleged to have, arisen out of and in the course of employment. The report is required to be filed with the DIR or, if the district is insured through a third party insurer, with the insurer. ~~The district should select the option below that corresponds to the manner in which it insures for workers' compensation.~~ **The following paragraph may be revised to reflect district practice.**

~~**OPTION 1: (Districts insured for workers' compensation through a third party insurer)**~~

Upon learning of a work-related injury or illness, or injury or illness alleged to have arisen out of and in the course of employment, the Superintendent or designee shall report the incident to the district's insurance carrier **or DIR, as applicable,** within five days after obtaining knowledge of the injury or illness. If a subsequent death arises as a result of the reported injury or illness, an amended report indicating the death ~~must~~ **shall** be filed ~~with the insurance carrier~~ within five days after being notified of or learning about the death. (Labor Code 6409.1)

~~**OPTION 2: (Districts insured for workers' compensation through self-insurance)**~~

~~Upon learning of a work-related injury or illness, or injury or illness alleged to have arisen out of and in the course of employment, the Superintendent or designee shall report the incident to the DIR within five days after obtaining knowledge of the injury or illness. If a subsequent death arises as a result of the reported injury or illness, an amended report indicating the death must be filed with the DIR within five days after being notified of or learning about the death. (Labor Code 6409.1)~~

AR 4157.1(c)
4257.1
4357.1

WORK-RELATED INJURIES (continued)

Note: ~~The following paragraph is for use by districts that selected either Option 1 or 2 above.~~ **Pursuant to Labor Code 6409.1, as amended by AB 1804 (Ch. 199, Statutes of 2019), in addition to the report described above, a report of death or serious injury or illness is required to be immediately reported to the Division of Occupational Safety and Health (Cal/OSHA) by telephone or through an online mechanism established by Cal/OSHA. Labor Code 6409.1 permits districts to make the report by telephone or email until Cal/OSHA has an online mechanism available.**

Labor Code 6302, as amended by AB 1805 (Ch. 200, Statutes of 2019), redefines "serious injury or illness" as provided below.

In addition, in every case involving death or serious injury or illness, the Superintendent or designee shall immediately make a report to the Division of Occupational Safety and Health **(Cal/OSHA)** by telephone or **through an online mechanism made available by Cal/OSHA** ~~email to the Division of Occupational Safety and Health~~. (Labor Code 6409.1)

For the purpose of this report, *serious injury or illness* means any injury or illness occurring in a place of employment or in connection with any employment that requires inpatient hospitalization for other than medical observation or diagnostic testing, or in which an employee suffers an amputation, the loss of an eye, or any serious degree of permanent disfigurement. (Labor Code 6302)

Claims Related to COVID-19

Note: Until January 1, 2023, Labor Code 3212.86 and 3212.88, as added by SB 1159 (Ch. 85, Statutes of 2020), define "injury" for purposes of workers' compensation as including COVID-19 related illness or death when a positive COVID-19 diagnosis was made within 14 days after the employee performed labor or services at the district's place of employment. Labor Code 3212.86 applies when the diagnosis was made between March 19, 2020 and July 5, 2020, and confirmed by a COVID-19 test within 30 days of the diagnosis. Labor Code 3212.88 applies when the diagnosis was made after July 6, 2020, and the positive test occurred during a period of an outbreak, as defined, at the employee's specific place of employment. Pursuant to Labor Code 3212.86 and 3212.88, a positive diagnosis as specified above creates a presumption that the injury arose out of and in the course of employment. Unless disputed by the district within 30 or 45 days, as applicable, the Workers' Compensation Appeals Board is bound to find, in accordance with the presumption, that COVID-19 was contracted within the course and scope of employment.

Because of the large number of workers' compensation claims that districts may receive due to COVID-19 infection, districts are encouraged to consult legal counsel as appropriate to determine its impact on the district, including about the use of paid sick leave and eligibility for temporary disability benefits.

Until January 1, 2023, an employee is presumed to be entitled to workers' compensation benefits for illness or death resulting from COVID-19 if the diagnosis was made within

WORK-RELATED INJURIES (continued)

14 days after the employee performed labor or services at the place of employment and if the employee contracted COVID-19 during an outbreak at the employee's specific place of employment. (Labor Code 3212.86, 3212.88)

For this purpose, an *outbreak* means that, within 14 calendar days, one of the following occurs at a specific place of employment: (Labor Code 3212.88)

1. If a specific place of employment has 100 employees or fewer, four employees test positive for COVID-19.

2. If a specific place of employment has more than 100 employees, four percent of the number of employees who reported to the specific place of employment test positive for COVID-19.

3. A specific place of employment is ordered to close by a local public health department, the California Department of Public Health, Cal/OSHA, or the Superintendent due to a risk of infection with COVID-19.

The Superintendent or designee may rebut a presumption that COVID-19 was contracted during the course and scope of employment by offering evidence to the Workers' Compensation Appeals Board, such as the measures that were in place at the employee's specific place of employment to reduce potential transmission of COVID-19 and evidence of an employee's nonoccupational risk of contracting COVID-19. (Labor Code 3212.86, 3212.88)

Legal Reference: (see next page)

WORK-RELATED INJURIES (continued)

Legal Reference:

EDUCATION CODE
44984 Industrial accident and illness leaves, certificated employees
45192 Industrial accident and illness leaves, classified employees
LABOR CODE
*3200-4856**5** Workers' compensation, especially:*
3212.86 COVID-19: critical workers pre-July 5, 2020
3212.88 COVID-19: critical workers post-July 5, 2020
3550-3553 Employee notice
3600-3605 Conditions of liability
3760 Report of injury to insurer
4600 Provision of medical and hospital treatment by employer
4906 Disclosures and statements
5400-5413 Notice of injury or death
6302 Definition of serious injury or illness
6409.1 Reports
CODE OF REGULATIONS, TITLE 8
*15596 Notice of employee rights **to workers' compensation benefits***

Management Resources:

DEPARTMENT OF INDUSTRIAL RELATIONS PUBLICATIONS
Workers' Compensation in California: *A Guidebook for Injured Workers, 2016*
Notice to Employees -- Injuries Caused by Work
Time of Hire Pamphlet
Workers' Compensation Claim Form (DWC 1) & Notice of Potential Eligibility
WEB SITES
California Department of Industrial Relations, Division of Occupational Safety and Health: http://www.dir.ca.gov/dosh
California Department of Industrial Relations, Division of Workers Compensation: http://www.dir.ca.gov/dwc
California Department of Public Health: https://www.cdph.ca.gov

(7/02 10/16) 10/20

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Regulation 4157.1: Work-Related Injuries

Status: ADOPTED

Original Adopted Date: 07/11/2019 | **Last Reviewed Date:** 07/11/2019

In order to provide medical benefits, temporary or permanent disability benefits, wage replacement, retraining or skill enhancement, and/or death benefits in the event that an employee becomes injured or ill in the course of employment, the district shall provide all employees with insurance and workers' compensation benefits in accordance with law. The Superintendent or designee shall develop an efficient claims handling process that reduces costs and facilitates employee recovery.

The Superintendent or designee shall notify every new employee, at the time of hire or by the end of the first pay period, of his/her right to receive workers' compensation benefits if injured at work. (Labor Code 3551; 8 CCR 15596)

In addition, a notice regarding workers' compensation benefits shall be posted in a conspicuous location frequented by employees, where the notice may be easily read during the workday. (Labor Code 3550)

In the event that an employee is injured or becomes ill in the course of employment, he/she shall report the work-related injury or illness to the Superintendent or designee as soon as practicable.

Within one working day of receiving notice or knowledge of any injury to an employee in the course of employment, the Superintendent or designee shall provide a claim form and notice of potential eligibility for workers' compensation benefits to the employee or, in the case of the employee's death, to his/her dependents. The claim form and notice shall be provided personally or by first class mail. (Labor Code 5401)

The Superintendent or designee shall additionally ensure that any employee who is a victim of a crime that occurred at the place of employment is given written notice personally or by first class mail within one working day of the crime, or when the district reasonably should have known of the crime, that the employee is eligible for workers' compensation benefits for injuries, including psychiatric injuries, that may have resulted from the crime. (Labor Code 3553)

The Superintendent or designee shall ensure that all employee notices described above are in the form prescribed by the Department of Industrial Relations (DIR), Division of Workers Compensation.

Upon learning of a work-related injury or illness, or injury or illness alleged to have arisen out of and in the course of employment, the Superintendent or designee shall report the incident to the district's insurance carrier within five days after obtaining knowledge of the injury or illness. If a subsequent death arises as a result of the reported injury or illness, an amended report indicating the death must be filed with the insurance carrier within five days after being notified of or learning about the death. (Labor Code 6409.1)

In addition, in every case involving death or serious injury or illness, the Superintendent or designee shall immediately make a report by telephone or email to the Division of Occupational Safety and Health. (Labor Code 6409.1)

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

State References	Description
8 CCR 15596	Notice of employee rights
Ed. Code 44984	Required rules for industrial accident and illness leave
Ed. Code 45192	Industrial accident and illness leave for classified employees
Lab. Code 3200-4855	Workers' compensation
Lab. Code 3550-3553	Notifications re: workers' compensation benefits
Lab. Code 3600-3605	Conditions of liability
Lab. Code 3760	Report of injury to insurer
Lab. Code 4600	Provision of medical and hospital treatment by employer
Lab. Code 4906	Disclosures and statements

Lab. Code 5400-5413	Notice of injury or death
Lab. Code 6409.1	Reports

Management Resources References	Description
Department of Industrial Relations Publication	A Guidebook for Injured Workers, 2016
Department of Industrial Relations Publication	Notice to Employees - Injuries Caused by Work
Department of Industrial Relations Publication	Time of Hire Pamphlet
Department of Industrial Relations Publication	Workers' Compensation Claim Form (DWC 1) & Notice of Potential Eligibility
Website	California Department of Industrial Relations, Division of Workers Compensation
Website	California Department of Industrial Relations, Occupational Safety and Health

Cross References	Description
1240	Volunteer Assistance
1240	Volunteer Assistance
3320	Claims And Actions Against The District
3320	Claims And Actions Against The District
3530	Risk Management/Insurance
3530	Risk Management/Insurance
4032	Reasonable Accommodation
4112.9	Employee Notifications
4112.9-E(1)	Employee Notifications
4113.5	Working Remotely
4154	Health And Welfare Benefits
4154	Health And Welfare Benefits
4157	Employee Safety
4157	Employee Safety
4157.2	Ergonomics
4161.1	Personal Illness/Injury Leave
4161.11	Industrial Accident/Illness Leave
4161.9	Catastrophic Leave Program
4161.9	Catastrophic Leave Program
4212.9	Employee Notifications
4212.9-E(1)	Employee Notifications
4213.5	Working Remotely
4254	Health And Welfare Benefits
4254	Health And Welfare Benefits
4257	Employee Safety
4257	Employee Safety
4257.2	Ergonomics
4261.11	Industrial Accident/Illness Leave

4261.9	Catastrophic Leave Program
4261.9	Catastrophic Leave Program
4312.9	Employee Notifications
4312.9-E(1)	Employee Notifications
4313.5	Working Remotely
4354	Health And Welfare Benefits
4357	Employee Safety
4357	Employee Safety
4357.2	Ergonomics
4361.1	Personal Illness/Injury Leave
4361.11	Industrial Accident/Illness Leave
4361.9	Catastrophic Leave Program
4361.9	Catastrophic Leave Program

All Personnel BP 4119.25(a)
4219.25
POLITICAL ACTIVITIES OF EMPLOYEES 4319.25

Note: The following policy pertains to political activities of individual employees acting on their own behalf as well as employee organizations. Employees engaging in political activities on behalf of the district are subject to legal limitations **as** discussed in BP 1160 - Political Processes. **For any portion of the district's educational program that includes instruction related to political philosophy or activities which may be controversial in nature, see the accompanying administrative regulation and BP 6144 - Controversial Issues.**

The First Amendment generally prohibits districts from disciplining an employee because of the employee's engagement in constitutionally protected political activity. In Pickering v. Board of Education Township High School District, the U.S. Supreme Court held that a teacher may not be dismissed for exercising the right to speak on issues of public importance, including criticisms of the board and superintendent, without proof of false statements made knowingly or recklessly. However, an employee may be disciplined if the speech impedes the employee's proper performance of daily duties or interferes with the regular operation of the schools.

Districts should be careful that employee discipline does not amount to retaliation in response to the exercise of free speech protected by the First Amendment, and are encouraged to consult legal counsel as appropriate.

The Governing Board **recognizes the importance of political activity, voting, and civic engagement, and** respects the right of ~~school~~ **district** employees to engage in political discussions and activities **as individuals** on their own time and at their own expense. ~~On such occasions~~ **When engaging in such activities,** employees shall make it clear that they are acting ~~as individuals~~ **on their own behalf** and not as representatives of the district.

(cf. 1160 - Political Processes)
(cf. 6144 - Controversial Issues)

~~Like other community members, employees~~ **District employees, as members of the community,** may use school facilities for meetings**, including political activities, as permitted** under the Civic Center Act **and district policy**.

(cf. 1330 - Use of School Facilities)

Employees shall refrain from prohibited **political** activities identified in law**, Board policy,** and administrative regulations. Employees who engage in these activities shall be subject to disciplinary action and/or criminal penalties.

(cf. 1325 - Advertising and Promotion)
(cf. 4118 - Dismissal/Suspension/Disciplinary Action)
(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

BP 4119.25(b)
4219.25
4319.25

Legal Reference:

EDUCATION CODE
7050-7058~~7~~ Political activities of school officers and employees
38130-38139 Civic Center Act
51520 Prohibited solicitations on school premises
ELECTIONS CODE
18304 Prohibition against use of district seal in campaign literature
GOVERNMENT CODE
3543.1 Rights of employee organizations
8314 Prohibition against use of public resources for campaign activity
82041.5 Definition of mass mailing
PENAL CODE
424 Punishment for misuse of public funds
COURT DECISIONS
Heffernan v. City of Paterson, (2016) 136 S. Ct. 1412
Diquisto v. County of Santa Clara, (2010) 181 Cal. App. 4th 236
San Leandro Teachers Association v. Governing Board of the San Leandro Unified School District, (2010) 46 Cal. 4th 822
Downs v. Los Angeles Unified School District, (9th Cir. 2000) 228 F.3d 1003
California Teachers Association v. Governing Board of San Diego Unified School District, (1996) 45 Cal.App. 4th 1383
L.A. Teachers Union v. L.A. City Board of Education, (1969) 71 Cal.2d 551
Pickering v. Board of Education Township High School District, (1968) 88 S. Ct. 1731
ATTORNEY GENERAL OPINIONS
84 Ops.Cal.Atty.Gen. 106 (2001)
84 Ops.Cal.Atty.Gen. 52 (2001)
77 Ops.Cal.Atty.Gen. 56 (1994)
~~*PERB*~~ ***PUBLIC EMPLOYMENT RELATIONS BOARD*** *RULINGS*
City of Sacramento, (2019) PERB Dec. No. 2702m
Conejo Valley Unified School District, (2009) PERB Dec. No. 2054
East Whittier School District, (2004) PERB Dec. No. 1727
Turlock Joint Elementary School District, (2004) PERB Dec. No. 1490a
~~*California Federation of Teachers, Local 1931 v.*~~ *San Diego Community College District, (2001) PERB* ~~*Order*~~ ***Dec. No.*** *1467* ~~*(26 PERC 33014)*~~

Management Resources:

~~*CSBA PUBLICATIONS*~~
~~*Political Activities of School Districts: Legal Issues, 1998, revised 2001*~~
WEB SITES
CSBA: http://www.csba.org
California *Office of the Attorney General*~~*, Dept. of Justice*~~*: http://****oag.ca.gov*** ~~*caag.state.ca.us/*~~
Public Employment Relations Board: http://www.perb.ca.gov

(6/98 7/02) 12/20

Policy Reference UPDATE Service
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Policy 4119.25: Political Activities Of Employees

Status: ADOPTED

Original Adopted Date: 07/11/2019 | **Last Reviewed Date:** 07/11/2019

The Board of Education respects the right of school employees to engage in political discussions and activities on their own time and at their own expense. On such occasions, employees shall make it clear that they are acting as individuals and not as representatives of the district.

Like other community members, employees may use school facilities for meetings under the Civic Center Act.

Employees shall refrain from prohibited activities identified in law and administrative regulations. Employees who engage in these activities shall be subject to disciplinary action and/or criminal penalties.

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

State References	Description
Ed. Code 38130-38139	Civic Center Act
Ed. Code 51520	Prohibited solicitations on school premises
Ed. Code 7050-7057	Political activities of school officers and employees
Elec. Code 18304	Prohibition against use of district seal in campaign literature
Gov. Code 3543.1	Rights of employee organizations
Gov. Code 82041.5	Mass mailing
Gov. Code 8314	Unlawful use of state resources
Pen. Code 424	Embezzlement and falsification of accounts by public officers
Public Employment Relations Board Rulings	City of Sacramento, (2019) PERB Dec. No. 2702m

Management Resources References	Description
Attorney General Opinion	84 Ops.Cal.Atty.Gen. 106 (2001)
Attorney General Opinion	77 Ops.Cal.Atty.Gen. 56 (1994)
Attorney General Opinion	84 Ops.Cal.Atty.Gen. 52 (2001)
Court Decision	Downs v. Los Angeles Unified School District, (9th Cir. 2000) 228 F.3d 1003
Court Decision	California Teachers Association v. Governing Board of San Diego Unified School District, (1996) 45 Cal.App. 4th 1383
PERB Ruling	San Diego Community College District, (2001) PERB Dec. No.1467
Website	California Public Employment Relations Board
Website	California Attorney General's Office
Website	CSBA

Cross References	Description
1160	Political Processes
1325	Advertising And Promotion
1330	Use Of School Facilities
1330	Use Of School Facilities
1330-E(1)	Use Of School Facilities
3512	Equipment
4040	Employee Use Of Technology

4040-E(1)	Employee Use Of Technology
4118	Dismissal/Suspension/Disciplinary Action
4118	Dismissal/Suspension/Disciplinary Action
4119.1	Civil And Legal Rights
4119.21	Professional Standards
4119.21-E(1)	Professional Standards
4119.22	Dress And Grooming
4140	Bargaining Units
4218	Dismissal/Suspension/Disciplinary Action
4218	Dismissal/Suspension/Disciplinary Action
4219.1	Civil And Legal Rights
4219.21	Professional Standards
4219.21-E(1)	Professional Standards
4219.22	Dress And Grooming
4240	Bargaining Units
4319.1	Civil And Legal Rights
4319.21	Professional Standards
4319.21-E(1)	Professional Standards
4319.22	Dress And Grooming
4340	Bargaining Units
6144	Controversial Issues

CSBA Sample REVISED
Administrative Regulation

All Personnel AR 4119.25(a)
4219.25
POLITICAL ACTIVITIES OF EMPLOYEES 4319.25

Note: Education Code 7055 authorizes the **Governing** Board to establish **rules and** regulations related to ~~(1)~~ officers and employees engaging in political activity during working hours and ~~(2)~~ political activities on district premises.

~~Nothing in Board policy or administrative regulation shall be construed to prevent employees~~ **No employee shall be prohibited** from soliciting or receiving **political** funds or contributions **to promote the support or defeat of a ballot measure** ~~for political purposes~~ during nonworking time, including before and after school, the lunch period**,** or other scheduled work intermittency during the school day. (Education Code 7056)

District employees shall not:

1. Use district funds, services, supplies**,** ~~or~~ equipment**, work hours, or other public resources** to urge the **support** or defeat of any ballot measure or candidate, including any candidate for election to the Governing Board (Education Code 7054**, 7056; Government Code 8314**)

2. Use the district's seal in any campaign literature or mass mailing with the intent to deceive voters, including, but not limited to, the use of a reproduction or facsimile of the seal in a manner that creates a misleading, erroneous, or false impression that the document is authorized by the Board, a Board member, or the district (Elections Code 18304)

(cf. 1160 - Political Processes)

~~2.~~**3.** During working hours ~~and on district property~~, solicit or receive any political funds or contributions to promote the passage or defeat of a ballot measure that would affect the rate of pay, hours of work, retirement, civil service or other working conditions (Education Code 7056)

Note: Items #~~3-9~~ **4-9** below present examples of other types of activities that **are not specified in law but** would be prohibited as they constitute a use of public funds, services, supplies or equipment.

~~3.~~**4.** During working hours ~~and on district property~~, solicit or receive any political funds or contributions to promote the passage or defeat of other types of ballot measures

~~4. Use district time to urge the passage or defeat of any ballot measure or candidate~~

AR 4119.25(b)
4219.25
4319.25

POLITICAL ACTIVITIES OF EMPLOYEES (continued)

5. Use district equipment for the preparation or reproduction of political campaign materials~~, even if the district is reimbursed~~

(cf. 3512 - Equipment)

6. Post or distribute political campaign materials **in classrooms, through distance learning platforms, or** on district property

7. Disseminate political campaign materials through the district's mail service, e-mail**,** or staff mailboxes

(cf. 4040 - Employee Use of Technology)

8. Use students to write, address**,** or distribute political campaign materials

9. Present viewpoints on particular candidates or ballot measures in the classroom without giving equal time to the presentation of **all perspectives** ~~opposing views~~

(cf. 6144 - Controversial Issues)

Note: **Optional** item #~~11~~ **10** below prohibits employees from wearing political buttons during instructional time.~~–~~In California Teachers Association v. Governing Board of San Diego, the **appellate** court ~~of Appeal~~ concluded that a district may prevent its employees from wearing political buttons in its classrooms and when they are otherwise engaged in providing instruction to the district's students. ~~This authority does not extend to noninstructional time.~~ The ruling in this case applied to both elementary and secondary teachers. This decision supports and expands upon an earlier Attorney General opinion of 1994, which made a similar conclusion regarding elementary teachers only. ~~If the d~~ **D**istricts ~~doe~~s **that** decide to allow teachers to wear political buttons during instructional time~~;~~ ~~it~~ may not support this activity with public funds nor selectively permit some speech while prohibiting other speech. ~~**Optional** item #10 below would prohibits political buttons during instructional time.~~

The authority to prohibit political buttons does not extend to noninstructional time. ~~However~~ **Although not binding**, in 2001 the Attorney General opined that teachers cannot be prevented from wearing political buttons at Back-to-School Night because it is a noninstructional setting, parents/guardians are less likely than students to be unduly influenced by these political expressions, and teachers' political buttons are not likely to be perceived as reflecting the district's views. ~~Attorney General opinions are not binding but are given deference by the courts.~~

In East Whittier School District, the Public Employment Relations Board (PERB) found that the wearing of union buttons that favor or oppose any matter that is the subject of negotiations does not constitute a political activity, and that a district policy prohibiting employees from wearing such buttons violated the Educational Employment Relations Act. See BP 4140/4240/4340 - Bargaining Units.

POLITICAL ACTIVITIES OF EMPLOYEES (continued)

10. Wear buttons**, hats,** or **other** articles of clothing that express political opinions on ballot measures or candidates during instructional time

~~However, teachers shall not be prohibited from wearing political buttons during noninstructional time, such as Back-to-School Night.~~

~~Nothing in Board policy or administrative regulation shall be construed to prevent employees from soliciting or receiving funds or contributions for political purposes during nonworking time, including before and after school, the lunch period or other scheduled work intermittency during the school day. (Education Code 7056)~~

Political Activities of Employee Organizations

~~Employee organizations may use district mailboxes and other means to communicate with employees, subject to reasonable regulation. Employee organizations may have access at reasonable times to areas in which employees work; may use institutional bulletin boards, mailboxes, and other means of communication and may use district facilities at reasonable times for the purpose of meetings. (Government Code 3543.1)~~

Note: ~~In California Federation of Teachers, Local 1931 v. San Diego Community College District, PERB found that a district regulation prohibiting a union from using the district's mail system and other equipment for the distribution of political flyers was not an unfair practice charge. According to PERB, Education Code 7054 clearly prohibits such use, even when the union reimburses the district for costs, and the **mandate** of Education Code 7054 removes the issue from the scope of representation.~~ **In San Leandro Teachers Association v. Governing Board of San Leandro Unified School District, the California Supreme Court held that the district's refusal to permit union communication through school mailboxes which included endorsements of certain school board candidates was within the scope of Education Code 7054. The court concluded that the policy did not violate Government Code 3543.1, which gives school employee organizations the right to use internal mailboxes subject to "reasonable regulation." It further held that a policy that bans candidate endorsements pursuant to Education Code 7054 to preserve the integrity of the electoral process does not unduly limit a union's statutory right of access nor does it interfere with the union's core mission of advocating for its members. The court emphasized the narrowness of its holding, and stated that school boards are not prohibited from opening up mailboxes to political endorsement literature as long as this "nonpublic forum" is made available to all sides on an equitable basis. This holding does not extend to literature that merely urges the involvement in upcoming elections and informs union members how to do so, or engages in public policy discussion in more general terms. Also see PERB rulings in Conejo Valley Unified School District and San Diego Community College District.**

~~However, e~~Employee organizations shall not use district funds, services, supplies**,** or equipment, such as **staff mailboxes or** the district mail system, to urge the ~~passage~~ **support** or defeat of any ballot measure or candidate, including any candidate for election to the Board. (Education Code 7054)

AR 4119.25(d)
4219.25
4319.25

POLITICAL ACTIVITIES OF EMPLOYEES (continued)

(cf. 4140/4240/4340 - Bargaining Units)

No employee organization or its officers, agents, or representatives shall be prohibited from soliciting or receiving political funds or contributions to promote the passage or defeat of a ballot measure during nonworking time, including before and after school, the lunch period, or other scheduled work intermittency during the school day. (Education Code 7056)

~~Access to district communication channels shall be limited in cases where such access would be disruptive to district operations.~~

~~In the event of a concerted action or work stoppage, political activities by employee organizations and individual employees shall be restricted to peaceful informational picketing and other activities allowed by law.~~

~~*(cf. 4141.6/4241.6 - Concerted Action/Work Stoppage)*~~

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Board Policy Manual
San Ysidro School District

Regulation 4119.25: Political Activities Of Employees

Status: ADOPTED

Original Adopted Date: 07/11/2019 | **Last Reviewed Date:** 07/11/2019

District employees shall not:

1. Use district funds, services, supplies or equipment to urge the passage or defeat of any ballot measure or candidate, including any candidate for election to the Board of Education (Education Code 7054)
2. During working hours and on district property, solicit or receive any political funds or contributions to promote the passage or defeat of a ballot measure that would affect the rate of pay, hours of work, retirement, civil service or other working conditions (Education Code 7056)
3. During working hours and on district property, solicit or receive any political funds or contributions to promote the passage or defeat of other types of ballot measures
4. Use district time to urge the passage or defeat of any ballot measure or candidate
5. Use district equipment for the preparation or reproduction of political campaign materials, even if the district is reimbursed
6. Post or distribute political campaign materials on district property
7. Disseminate political campaign materials through the district's mail service, e-mail or staff mailboxes
8. Use students to write, address or distribute political campaign materials
9. Present viewpoints on particular candidates or ballot measures in the classroom without giving equal time to the presentation of opposing views
10. Wear buttons or articles of clothing that express political opinions on ballot measures or candidates during instructional time

However, teachers shall not be prohibited from wearing political buttons during noninstructional time, such as Back-to-School Night.

Nothing in Board policy or administrative regulation shall be construed to prevent employees from soliciting or receiving funds or contributions for political purposes during nonworking time, including before and after school, the lunch period or other scheduled work intermittency during the school day. (Education Code 7056)

Employee Organizations

Employee organizations may use district mailboxes and other means to communicate with employees, subject to reasonable regulation. Employee organizations may have access at reasonable times to areas in which employees work; may use institutional bulletin boards, mailboxes, and other means of communication and may use district facilities at reasonable times for the purpose of meetings. (Government Code 3543.1)

However, employee organizations shall not use district funds, services, supplies or equipment, such as the district mail system, to urge the passage or defeat of any ballot measure or candidate, including any candidate for election to the Board. (Education Code 7054)

Access to district communication channels shall be limited in cases where such access would be disruptive to district operations.

In the event of a concerted action or work stoppage, political activities by employee organizations and individual employees shall be restricted to peaceful informational picketing and other activities allowed by law.

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

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Elec. Code 18304	Prohibition against use of district seal in campaign literature
Gov. Code 3543.1	Rights of employee organizations
Gov. Code 82041.5	Mass mailing
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Pen. Code 424	Embezzlement and falsification of accounts by public officers
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Attorney General Opinion	77 Ops.Cal.Atty.Gen. 56 (1994)
Attorney General Opinion	84 Ops.Cal.Atty.Gen. 52 (2001)
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Court Decision	California Teachers Association v. Governing Board of San Diego Unified School District, (1996) 45 Cal.App. 4th 1383
PERB Ruling	San Diego Community College District, (2001) PERB Dec. No.1467
Website	California Public Employment Relations Board
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4119.21-E(1)	Professional Standards
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4319.21	Professional Standards
4319.21-E(1)	Professional Standards
4319.22	Dress And Grooming
4340	Bargaining Units
6144	Controversial Issues

Note: Pursuant to Government Code 3544, an employee organization may become the employees' exclusive representative for negotiations by filing a request with the district providing proof that a majority of the employees in an appropriate unit wish to be represented by that organization. Notice of such request must be immediately posted conspicuously on all employee bulletin boards in each district facility in which members of the unit are employed. Government Code 3544.1 requires the district to grant the request for recognition unless (1) the district doubts the appropriateness of the unit, (2) another employee organization files a challenge to the appropriateness of the unit or submits a competing claim of representation within 15 work days of the posting of notice of the written request, or (3) the district currently has a lawful written agreement with another employee organization representing the same employees.

Pursuant to Government Code 3540.1, the definition of "exclusive representative" includes representation of "all public school employees" other than management and confidential employees, as defined.

Government Code 3543 provides that public school employees have the right to represent themselves individually in their employment relations with the district except that, once an exclusive representative has been recognized, an employee in that unit is prohibited from meeting and negotiating with the district.

The Governing Board recognizes the right of district employees to form a bargaining unit, select an employee organization as their exclusive representative, and be represented by that organization in their employment relationship with the district. The Board is committed to negotiating in good faith with recognized employee organizations and respecting the rights of employees and employee organizations.

(cf. 4141/4241 - Collective Bargaining Agreement)
(cf. 4143/4243 - Negotiations/Consultation)
(cf. 9000 - Role of the Board)

The district shall not dominate or interfere with the formation or administration of any employee organization or contribute financial or other support to it. (Government Code 3543.5)

Note: In East Whittier School District, the Public Employment Relations Board (PERB) found that the district's policy limiting the wearing of union buttons that favor or oppose any matter that is the subject of negotiations in the classroom or in other instructional areas in the presence of students violated the Educational Employment Relations Act, as there was no finding of special circumstances which would limit the established right of employees to wear union buttons in the workplace, nor was there a finding that wearing the union buttons was a political activity. PERB continues to use a case-by-case approach to determine whether a district's policy restricting employees from wearing union buttons is justified by special circumstances. See PERB's ruling in City of Sacramento. Due to the legal uncertainty in this area, districts are encouraged to consult legal counsel prior to limiting the wearing of union buttons that support the union's position in collective bargaining.

Employees shall not be prohibited from wearing union buttons or other items that favor or oppose the formation of a bargaining unit or any matter that is the subject of negotiations.

(cf. 4119.25/4219.25/4319.25 - Political Activities of Employees)

Formation of Bargaining Units

Certificated and classified employees shall not be included in the same bargaining unit. (Government Code 3545)

The district may recognize a bargaining unit of supervisory employees if: (Government Code 3545)

1. The bargaining unit includes all supervisory employees.

2. The supervisors are not represented by the same organization that represents employees whom the supervisory employees supervise.

(cf. 4300 - Administrative and Supervisory Personnel)
(cf. 4301 - Administrative Staff Organization)
(cf. 4312.1 - Contracts)

For this purpose, *supervisory employee* means any employee, regardless of job description, having the authority, in the interest of the district, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, discipline, assign work, direct, adjust grievance of other employees, or effectively recommend that action. The exercise of this authority shall not be merely routine or clerical in nature, but shall require the use of independent judgment. (Government Code 3540.1)

Note: Pursuant to Government Code 3543.4, management and confidential employees, as defined in Government Code 3540.1, are excluded from the right to be represented in negotiations by an employee organization. The Public Employment Relations Board ultimately determines, based upon the duties of the position, which positions qualify as "management" or "confidential" and thus are excluded from bargaining.

Employees serving in management, senior management, or confidential positions shall not be represented by an exclusive representative. Such employees may represent themselves individually**.** ~~or,~~ **For purposes other than negotiations and bargaining, such employees** may be represented by an employee organization whose membership is composed entirely of

BARGAINING UNITS (continued)

employees designated as holding those positions. ~~When represented by an employee organization, that organization shall not meet and negotiate with the district.~~ For this purpose: (Government Code 3540.1, 3543.4)

1. *Management employee* means any employee who has significant responsibilities for formulating district policies or administering district programs, and whose position is designated as a management position by the Board.

2. *Confidential employee* means any employee who is required to develop or present management positions with respect to employer-employee relations or whose duties normally require access to confidential information that is used to contribute significantly to the development of management positions.

Membership

~~Note: Government Code 3550, as amended by SB 866 (Ch. 53, Statutes of 2018), prohibits a district from deterring or discouraging employees or job applicants from authorizing representation by or making dues deductions to an employee organization.~~

The district shall not deter or discourage employees or job applicants from becoming or remaining members of an employee organization, authorizing representation by an employee organization, or authorizing dues or fee deductions to an employee organization. In addition, the district shall not impose or threaten to impose reprisals on employees, discriminate or threaten to discriminate against employees, or otherwise interfere with, restrain, or coerce employees because of their membership or nonmembership in an employee organization. (Government Code 3543.5, 3550)

(cf. 4119.1/4219.1/4319.1 - Civil and Legal Rights)

Note: The ~~following paragraph~~ **remainder of this section** is **optional**. Government Code 3553~~, as added by SB 866 (Ch. 53, Statutes of 2018),~~ establishes requirements for districts that choose to disseminate a mass communication regarding employees' rights to join, support, or refrain from joining or supporting an employee organization. A "mass communication" means any written document, including a script for an oral or recorded presentation or message, intended for multiple employees.

Districts should exercise caution and consult with legal counsel before communicating with employees about their rights to join or not join an employee organization to avoid violating the law against unfair labor practices. When an employee approaches the district with questions specifically about the benefits of the membership in an employee organization, the employee should be referred to the employee organization.

BARGAINING UNITS (continued)

The Superintendent or designee may communicate with district employees regarding their rights under the law. Such communications shall be factual and accurate, and may not promise a benefit, threaten a reprisal, or in any way deter or discourage employees from joining an employee organization or paying dues.

However, before disseminating to multiple employees any mass communication concerning employees' right to join or support an employee organization or to refrain from joining or supporting an employee organization, such as a written document or script for oral or recorded presentation or message, the Superintendent or designee shall meet and confer with the employees' exclusive representative regarding the content of the

communication. If the district and exclusive representative do not come to agreement on the content of the mass communication, the Superintendent or designee may disseminate the district's mass communication provided that, at the same time, copies of the exclusive representative's communication, which shall be of reasonable length, are also distributed. (Government Code 3553)

Access to Employee Orientations ~~and Contact Information~~

The district shall permit employee organizations access to new employee orientations where newly hired employees are advised, whether in person, online, or through other means or mediums, of their employment status, rights, benefits, duties, responsibilities, or any other employment-related matters. The district shall provide employee organizations at least 10 days' notice in advance of an orientation. However, in any specific instance where an unforeseeable, urgent need critical to the district's operation prevents the required 10 days' notice, a shorter notice may be provided. (Government Code 3555.5, 3556)

The structure, time, and manner of the access to new employee orientations shall be determined by mutual agreement of the district and the exclusive representative, following a request to negotiate by either party. If the district and exclusive representative fail to reach an agreement, matters related to the access to new employee orientation shall be subject to compulsory interest arbitration. The district and employee organization may mutually agree to submit any dispute to compulsory interest arbitration at any time. In addition, if any dispute arises during negotiations and is not resolved within 45 days after the first meeting or within 60 days after the initial request to negotiate, whichever is earlier, either party may make a demand for compulsory interest arbitration. When any such dispute arises during the summer when the district's administrative office is closed, the timeline shall commence on the first day the administrative office reopens. The decision of the arbitrator shall be final and binding on the parties. (Government Code 3556, 3557)

~~Note: SB 866 (Ch. 53, Statutes of 2018) amended Government Code 3556 to add the following requirement.~~

BARGAINING UNITS (continued)

The date, time, and place of the orientation shall not be disclosed to anyone other than employees, the exclusive representative, or a vendor that is contracted to provide a service for purposes of the orientation. (Government Code 3556)

Access to Employee Contact Information

Note: Pursuant to Government Code 3558, districts are required to provide recognized employee organizations with specified contact information for new employees in the bargaining unit, as provided below. The information required by Government Code 3558 must be provided in a manner consistent with Government Code 6254.3, which authorizes disclosure of an employee's home address, home telephone number(s), and personal cell phone number to an employee organization unless the district receives a written request by the employee to not disclose the information. Pursuant to Government Code 6254.3, the personal email address of an employee is not disclosable unless used by the employee to conduct public business. The following paragraph should be revised if districts have an agreement with their employee organization(s) requiring more frequent or more detailed contact lists.

In County of Los Angeles v. Service Employees International Union, Local 721, the California Supreme Court held that (1) an employer has a duty to provide information relevant to collective bargaining to the applicable bargaining unit and failure to do so is a violation of the employer's obligation to bargain in good faith; (2) the disclosure of an employee's home address and phone number(s) by an employer to the union **is presumptively relevant to the union's role as bargaining agent and** does not violate the employee's constitutional right of privacy; and (3) other avenues for implementing privacy safeguards are available, such as

bargaining for a notice and opt-out procedure or drafting employment contracts that will notify employees that their home contact information is subject to disclosure to the union and that they may request nondisclosure.

The Superintendent or designee shall provide an exclusive representative with the name, job title, department, work location, telephone numbers (work, home, and personal cell phone), personal email address(es) on file with the district, and home address of any newly hired employee in the bargaining unit, within 30 days of hire or by the first pay period of the month following hire. In addition, the Superintendent or designee shall provide the same information in regard to all employees in the bargaining unit to an exclusive representative at least every 120 days, unless more frequent or detailed lists are required by agreement with the exclusive representative. (Government Code 3558, 6254.3)

However, the Superintendent or designee shall not disclose the home address and any phone numbers on file for employees performing law enforcement-related functions, nor ~~shall he/she~~ disclose the home address, home or personal cell phone number(s), or personal email address(es) of any employee who is a participant in the Safe at Home address confidentiality program pursuant to Government Code 6207 or **of** any employee who provides **a** written request that the information not be disclosed for this purpose. Following receipt of a written request, the district shall remove the employee's home address, home and personal cell phone

BARGAINING UNITS (continued)

numbers, and personal email address from any mailing list maintained by the district unless the list is only used by the district to contact the employee. (Government Code 3558, 6207, 6254.3)

(cf. 1340 - Access to District Records)

Communications with Employees

Employee organizations may have access at reasonable times to areas in which employees work and may use district facilities at reasonable times for the purpose of meetings. Subject to reasonable regulation, employee organizations may also use institutional bulletin boards, mailboxes, and other means of communication to communicate with employees. (Government Code 3543.1)

Access to district means of communication shall be limited in cases where such access would be disruptive to district operations.

Membership Dues or Other Payments to an Employee Organization

Note: Bargaining unit employees who choose to join the employee organization pay membership dues, which are deducted from the employee's salary or wage payment as provided below. Pursuant to the U.S. Supreme Court's decision in Janus v. American Federation of State, County, and Municipal Employees, bargaining unit employees who choose not to join an employee organization ~~may no longer~~ **cannot** be required to pay any fees to the employee organization. However, pursuant to Education Code 45060 and 45168, ~~as amended by SB 866 (Ch. 53, Statutes of 2018),~~ an employee who chooses not to join an employee organization may be charged fees for applicable services, programs, or committees provided to ~~him/her~~ **the employee** by the employee organization if that nonmember employee first affirmatively and voluntarily consents to pay those fees to the employee organization, as required by Janus v. AFSCME.

~~As provided in the following section,~~ Education Code 45060 and **45168** ~~45068, as amended by SB 866 (Ch. 53, Statutes of 2018),~~ set forth the process for handling authorizations, changes, and cancellations for dues or other payments, and provide safeguards for districts that rely on information provided by an employee organization concerning such payroll deductions (i.e., the employee organization's indemnification of the district against any employee's claim based on such reliance).

~~Specifically, Education Code 45060 and 45168, as amended, provide that the employee organization will handle and process employee written authorizations if it certifies that it has and will maintain individual employee authorizations. When such certification is provided to the district, the employee organization is not required to submit a copy of the written authorization in order for the payroll deductions to be effective, unless there is a dispute about the existence or terms of the written authorization. The employee organization is required to indemnify the district for any employee claims regarding payroll deductions made by the district in reliance on notification from the employee organization.~~

BARGAINING UNITS (continued)

~~When an employee organization declines to provide such certification pursuant to Education Code 45060 and 45168, then the district should request a copy of the employee written authorization before making the payroll deductions. Education Code 45060 and 45168 require that the district honor the terms of the employee's written authorization for payroll deductions, which thus requires the district to first see a copy of such authorization in order to honor its terms.~~

~~Pursuant to Education Code 45060 and 45168, as amended, employee requests to cancel or change authorization for payroll deductions must be directed to the employee organization rather than the district.~~

When drawing an order for the salary or wage payment of a bargaining unit employee of an employee organization, the district shall deduct any amount which has been requested by the employee in a revocable written authorization for the purpose of paying dues or other payments for any service, program, or committee provided or sponsored by the employee organization. (Education Code 45060, 45168)

An employee organization that certifies that it has and will maintain individual employee authorizations shall handle and process employee written authorizations for payroll deductions. When an employee organization provides such a certification to the district, the district shall rely on information from the employee organization regarding the amounts of such payroll deductions and from which employees. The employee organization shall not be required to submit to the district a copy of the written authorization in order for the payroll deductions to be effective. However, when there is a dispute about the existence or terms of the written authorization, a copy of the employee's written authorization shall be submitted to the district. The employee organization shall indemnify the district for any employee claims regarding payroll deductions made by the district in reliance on notification from the employee organization. (Education Code 45060, 45168)

When an employee organization which has declined to certify that it will handle and process employee written authorizations makes a request for payroll deductions, the district shall request a copy of the employee's written authorization before making the payroll deductions. (Education Code 45060, 45168)

A written authorization shall remain in effect until expressly revoked in writing by the employee and pursuant to the terms of the written authorization. Employee requests to cancel or change authorizations for payroll deductions for employee organizations shall be directed to the employee organization rather than the district. The employee organization shall be responsible for processing these requests. The district shall rely on the information provided by the employee organization regarding whether deductions for an employee organization were properly canceled or changed. The employee organization shall be required to indemnify the district for any claims made by an employee for deductions made by the district in reliance on information from the employee organization. (Education Code 45060, 45168)

Legal Reference: (see next page)

BARGAINING UNITS (continued)

Legal Reference:

EDUCATION CODE
45060-45061.5 Deduction of fees from salary or wage payment, certificated employees
45100.5 Senior management positions
45104.5 Abolishment of senior classified management positions
45108.5 Definition of senior classified management employees
45108.7 Waiver of provisions of 45108.5
45168 Deduction of fees from salary or wage payment, classified employees
45220-45320 Merit system, classified employees
GOVERNMENT CODE
3540-3549.3 Educational Employment Relations Act, especially:
3540.1 Definitions
3543.4 Management position; representation
3545 Appropriateness of unit; basis
3550-3552 Prohibition on public employers deterring or discouraging union membership
3555-3559 Public employee communication, information and orientation
6205-6210 Confidentiality of addresses for victims of domestic violence, sexual assault or stalking
6254.3 Disclosure of employee contact information to employee organization
6503.5 Joint powers agencies
53260-53264 Employment contracts
CODE OF REGULATIONS, TITLE 8
33015-33490 Recognition of exclusive representative; proceedings
33700-33710 Severance of established unit
34020 Petition to rescind organizational security arrangement
34055 Reinstatement of organizational security arrangement
COURT DECISIONS
Janus v. American Federation of State, County and Municipal Employees, Council 31, (2018) 138 S.Ct. 2448
Friedrichs v. California Teachers Association, et al., (2016) 136 S.Ct. 1083
County of Los Angeles v. Service Employees International Union, Local 721, (2013) 56 Cal. 4th 905
PUBLIC EMPLOYMENT RELATIONS BOARD RULINGS
City of Sacramento, (2019) PERB Dec. No. 2702m
East Whittier School District, (2004) PERB Dec. No. 1727

Management Resources:

WEB SITES
CSBA: http://www.csba.org
Association of California School Administrators: http://www.acsa.org
California Federation of Teachers: http://www.cft.org
California School Employees Association: http://www.csea.com
California Teachers Association: http://www.cta.org
Public Employment Relations Board: http://www.perb.ca.gov

(10/17 7/18) 12/20

Policy Reference UPDATE Service
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Board Policy Manual
San Ysidro School District

Policy 4140: Bargaining Units

Status: ADOPTED

Original Adopted Date: 07/11/2019 | **Last Reviewed Date:** 07/11/2019

The Board of Education recognizes the right of district employees to form a bargaining unit, select an employee organization as their exclusive representative, and be represented by that organization in their employment relationship with the district. The Board is committed to negotiating in good faith with recognized employee organizations and respecting the rights of employees and employee organizations.

The district shall not dominate or interfere with the formation or administration of any employee organization or contribute financial or other support to it. (Government Code 3543.5)

Formation of Bargaining Units

Certificated and classified employees shall not be included in the same bargaining unit. (Government Code 3545)

The district may recognize a bargaining unit of supervisory employees if: (Government Code 3545)

1. The bargaining unit includes all supervisory employees.

2. The supervisors are not represented by the same organization that represents employees whom the supervisory employees supervise.

For this purpose, supervisory employee means any employee, regardless of job description, having the authority, in the interest of the district, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, discipline, assign work, direct, adjust grievance of other employees, or effectively recommend that action. The exercise of this authority shall not be merely routine or clerical in nature, but shall require the use of independent judgment. (Government Code 3540.1)

Employees serving in management, senior management, or confidential positions shall not be represented by an exclusive representative. Such employees may represent themselves individually or may be represented by an employee organization whose membership is composed entirely of employees designated as holding those positions. When represented by an employee organization, that organization shall not meet and negotiate with the district. For this purpose: (Government Code 3540.1, 3543.4)

1. Management employee means any employee who has significant responsibilities for formulating district policies or administering district programs, and whose position is designated as a management position by the Board.

2. Confidential employee means any employee who is required to develop or present management positions with respect to employer-employee relations or whose duties normally require access to confidential information that is used to contribute significantly to the development of management positions.

Membership

The district shall not deter or discourage employees or job applicants from becoming or remaining members of an employee organization, authorizing representation by an employee organization, or authorizing dues or fee deductions to an employee organization. In addition, the district shall not impose or threaten to impose reprisals on employees, discriminate or threaten to discriminate against employees, or otherwise interfere with, restrain, or coerce employees because of their membership or nonmembership in an employee organization. (Government Code 3543.5, 3550)

The Superintendent or designee may communicate with district employees regarding their rights under the law. Such communications shall be factual and accurate, and may not promise a benefit, threaten a reprisal, or in any way deter or discourage employees from joining an employee organization or paying dues.

However, before disseminating to multiple employees any mass communication concerning employees' right to join or support an employee organization or to refrain from joining or supporting an employee organization, such as a written document or script for oral or recorded presentation or message, the Superintendent or designee shall meet and confer with the employees' exclusive representative regarding the content of the communication. If the district and exclusive representative do not come to agreement on the content of the mass communication, the Superintendent or designee may disseminate the district's mass communication provided that, at the same time, copies of the exclusive representative's communication, which shall be of reasonable length, are also distributed.

(Government Code 3553)

Access to Employee Orientations and Contact Information

The district shall permit employee organizations access to new employee orientations where newly hired employees are advised, whether in person, online, or through other means or mediums, of their employment status, rights, benefits, duties, responsibilities, or any other employment-related matters. The district shall provide employee organizations at least 10 days' notice in advance of an orientation. However, in any specific instance where an unforeseeable, urgent need critical to the district's operation prevents the required 10 days' notice, a shorter notice may be provided. (Government Code 3555.5, 3556)

The structure, time, and manner of the access to new employee orientations shall be determined by mutual agreement of the district and the exclusive representative, following a request to negotiate by either party. If the district and exclusive representative fail to reach an agreement, matters related to the access to new employee orientation shall be subject to compulsory interest arbitration. The district and employee organization may mutually agree to submit any dispute to compulsory interest arbitration at any time. In addition, if any dispute arises during negotiations and is not resolved within 45 days after the first meeting or within 60 days after the initial request to negotiate, whichever is earlier, either party may make a demand for compulsory interest arbitration. When any such dispute arises during the summer when the district's administrative office is closed, the timeline shall commence on the first day the administrative office reopens. The decision of the arbitrator shall be final and binding on the parties. (Government Code 3556, 3557)

The date, time, and place of the orientation shall not be disclosed to anyone other than employees, the exclusive representative, or a vendor that is contracted to provide a service for purposes of the orientation. (Government Code 3556)

Membership Dues or Other Payments to an Employee Organization

When drawing an order for the salary or wage payment of a bargaining unit employee of an employee organization, the district shall deduct any amount which has been requested by the employee in a revocable written authorization for the purpose of paying dues or other payments for any service, program, or committee provided or sponsored by the employee organization. (Education Code 45060, 45168)

An employee organization that certifies that it has and will maintain individual employee authorizations shall handle and process employee written authorizations for payroll deductions. When an employee organization provides such a certification to the district, the district shall rely on information from the employee organization regarding the amounts of such payroll deductions and from which employees. The employee organization shall not be required to submit to the district a copy of the written authorization in order for the payroll deductions to be effective. However, when there is a dispute about the existence or terms of the written authorization, a copy of the employee's written authorization shall be submitted to the district. The employee organization shall indemnify the district for any employee claims regarding payroll deductions made by the district in reliance on notification from the employee organization. (Education Code 45060, 45168)

When an employee organization which has declined to certify that it will handle and process employee written authorizations makes a request for payroll deductions, the district shall request a copy of the employee's written authorization before making the payroll deductions. (Education Code 45060, 45168)

A written authorization shall remain in effect until expressly revoked in writing by the employee and pursuant to the terms of the written authorization. Employee requests to cancel or change authorizations for payroll deductions for employee organizations shall be directed to the employee organization rather than the district. The employee organization shall be responsible for processing these requests. The district shall rely on the information provided by the employee organization regarding whether deductions for an employee organization were properly canceled or changed. The employee organization shall be required to indemnify the district for any claims made by an employee for deductions made by the district in reliance on information from the employee organization. (Education Code 45060, 45168)

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

State References	Description
Ed. Code 45060-45061.5	Deduction of fees from salary or wage payment, certificated employees

Ed. Code 45100.5	Senior classified management positions
Ed. Code 45104.5	Abolishment of senior classified management positions
Ed. Code 45108.5	Definition of senior classified management employees
Ed. Code 45108.7	Waiver of provisions of 45108.5
Ed. Code 45168	Deduction of fees from salary or wage payment, classified employees
Ed. Code 45220-45320	Merit system, classified employees
Gov. Code 3540-3549.3	Educational Employment Relations Act
Gov. Code 3540.1	Public employment definitions
Gov. Code 3543.4	Management position; representation
Gov. Code 3545	Appropriateness of unit; basis
Gov. Code 3550-3552	Prohibition on public employers deterring or discouraging union membership
Gov. Code 3555-3559	Public employee communication, information and orientation
Gov. Code 53260-53264	Employment contracts
Gov. Code 6205-6210	Confidentiality of addresses for victims of domestic violence, sexual assault or stalking
Gov. Code 6254.3	Disclosure of employee contact information to employee organization
Gov. Code 6503.5	Joint powers agencies
Public Employment Relations Board Rulings	City of Sacramento, (2019) PERB Dec. No. 2702m

Federal References	**Description**
8 CFR 33015-33490	Recognition of exclusive representative; proceedings
8 CFR 33700-33710	Severance of established unit
8 CFR 34020	Petition to rescind organizational security arrangement
8 CFR 34055	Reinstatement of organizational security arrangement

Management Resources References	**Description**
Court Decision	Janus v. American Federation of State, County and Municipal Employees, Council 31, (2018) 138 S.Ct. 2448
Court Decision	Friedrichs v. California Teachers Association, et al., (2016) 136 S.Ct. 1083
Court Decision	County of Los Angeles v. Service Employees International Union, Local 721, (2013) 56 Cal. 4th 905
Website	California Public Employment Relations Board
Website	California Federation of Teachers
Website	California School Employees Association
Website	California Teachers Association
Website	Association of California School Administrators
Website	CSBA

Cross References	**Description**
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan

1340	Access To District Records
1340	Access To District Records
1431	Waivers
4113	Assignment
4113	Assignment
4115	Evaluation/Supervision
4115	Evaluation/Supervision
4119.1	Civil And Legal Rights
4119.25	Political Activities Of Employees
4119.25	Political Activities Of Employees
4121	Temporary/Substitute Personnel
4121	Temporary/Substitute Personnel
4141	Collective Bargaining Agreement
4143	Negotiations/Consultation
4151	Employee Compensation
4154	Health And Welfare Benefits
4154	Health And Welfare Benefits
4161.2	Personal Leaves
4219.1	Civil And Legal Rights
4219.25	Political Activities Of Employees
4219.25	Political Activities Of Employees
4241	Collective Bargaining Agreement
4243	Negotiations/Consultation
4251	Employee Compensation
4254	Health And Welfare Benefits
4254	Health And Welfare Benefits
4261.2	Personal Leaves
4300	Administrative And Supervisory Personnel
4300	Administrative And Supervisory Personnel
4301	Administrative Staff Organization
4312.1	Contracts
4315	Evaluation/Supervision
4319.1	Civil And Legal Rights
4319.25	Political Activities Of Employees
4319.25	Political Activities Of Employees
4351	Employee Compensation
4354	Health And Welfare Benefits
4361.2	Personal Leaves
9000-B	Role Of The Board
9321-B	Closed Session

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: March 11, 2021

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

FROM:
Pupil Services, Educational Leadership and Safety,
David Farkas, Ed.D.,
Assistant Superintendent

☐ Informational
☒ Action

AGENDA ITEM: FIRST READING AND ADOPTION OF REVISED BOARD POLICIES, ADMINISTRATIVE REGULATIONS AND EXHIBITS - 5000 SERIES

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

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

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

- Revised BP/AR 5113.1 - Chronic Absence and Truancy
- Revised BP/AR 5113.2 - Work Permits
- Revised AR 5113.11 - Attendance Supervision
- Revised BP/AR 5126 - Awards for Achievement
- Revised BP/AR 5141.22 - Infectious Diseases
- Revised BP/AR 5141.31 - Immunizations
- Revised AR 5145.3 - Nondiscrimination/Harassment
- Revised BP/AR 5145.7 - Sexual Harassment
- Revised AR/Exhibit 5145.71 - Title IX Sexual Harassment Compliant Procedures
- Revised BP/AR 5148.3 - Preschool/Early Childhood Education
- Revised BP/Exhibit 5145.6 - Parental Notifications

RECOMMENDATION:
Approve First Reading and Adoption of Revised Board Policies and Administrative Regulations and Exhibits - 5000 series: Revised Board Policy/Administrative Regulation 5113.1 - Chronic Absence and Truancy, Revised Board Policy/Administrative Regulation 5113.2 - Work Permits, Revised Administrative Regulation 5113.11 - Attendance Supervision, Revised Board Policy/Administrative Regulation 5126 - Awards for Achievement, Revised Board Policy/Administrative Regulation 5141.22 - Infectious Diseases, Revised Board Policy/Administrative Regulation 5141.31 - Immunizations, Revised Administrative Regulation 5145.3 - Nondiscrimination/Harassment, Revised Board Policy/Administrative Regulation 5145.7 - Sexual Harassment, Revised Administrative Regulation/Exhibit 5145.71 - Title IX Sexual Harassment Compliant Procedures, Revised Board Policy/Administrative Regulation 5148.3 - Preschool/Early Childhood Education and Revised Board Policy/Exhibit 5145.6 - Parental Notifications.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ **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)

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

CSBA Sample
Board Policy

Students BP 5113.1(a)

CHRONIC ABSENCE AND TRUANCY

Note: The following **optional** policy addresses both chronic absence, which refers to students missing an excessive number of school days for any reason, whether excused or unexcused, and truancy, which refers to students missing school and/or being tardy without a valid excuse. Education Code 48260 defines a "valid excuse" for purposes of classifying students as truants; see the accompanying administrative regulation. Also see BP/AR 5113 - Absences and Excuses for information about methods of verification of student absences.

The Governing Board believes that absenteeism, whatever the cause, may be an early warning sign of poor academic achievement and may put students at risk of dropping out of school. The Board desires to ensure that all students attend school in accordance with the state's compulsory education law and take full advantage of educational opportunities provided by the district.

(cf. 5113 - Absences and Excuses)
(cf. 5113.11 - Attendance Supervision)

Note: The following paragraph may be revised to reflect district practice. Districts must **track student attendance for the purpose of reporting chronic absenteeism for the state accountability system (the California School Dashboard) and** ~~monitor unexcused absences for the purpose of~~ identifying students who are classified as truants pursuant to Education Code 48260-48273. ~~In addition, Education Code 52060 requires districts to include the rates of school attendance, chronic absence, dropout, and graduation, as applicable, in their local control and accountability plan (LCAP) (see BP/AR 0460 - Local Control and Accountability Plan.), and chronic absence will be one of the state accountability indicators in the California School Dashboard beginning in the fall of 2018 (see BP 0500 - Accountability). Pursuant to the LCAP template adopted by the State Board of Education, "chronic absence" is the number of students who are absent on 10 percent or more of the school days in the academic year (July 1 through June 30) divided by the total enrollment during the academic year. Other t~~**T**ools to calculate chronic absence ~~are available~~, such as the District Attendance Tracking Tool and School Attendance Tracking Tool, are available from Attendance Works.

The Superintendent or designee shall establish a system to accurately track student attendance in order to identify individual students who are chronic absentees and truants, as defined in law and administrative regulation, and to identify patterns of absence throughout the district. ~~He/she shall provide the Board with data on school attendance, chronic absence, and truancy rates districtwide, for each school, and disaggregated for each numerically significant student subgroup as defined in Education Code 52052. Such data shall be used in the development of annual goals and specific actions for student attendance and engagement to be included in the district's local control and accountability plan and other applicable school and district plans.~~

BP 5113.1(b)

CHRONIC ABSENCE AND TRUANCY (continued)

~~*(cf. 0400 - Comprehensive Plans)*~~
~~*(cf. 0420 - School Plans/Site Councils)*~~
~~*(cf. 0450 - Comprehensive Safety Plan)*~~

~~*(cf. 0460 - Local Control and Accountability Plan)*~~
~~*(cf. 0500 - Accountability)*~~

Note: In developing strategies for addressing chronic absence and truancy, districts may consider reasons for absences given by individual students as well as survey data using tools such as the California Healthy Kids Survey and/or the California School Climate, Health, and Learning Survey System available from WestEd.

The Superintendent**, attendance supervisor,** or designee shall consult with students, parents/guardians, school staff, and community agencies, as appropriate, to identify factors contributing to chronic absence and truancy.

The Superintendent**, attendance supervisor,** or designee shall develop ~~strategies that~~ **a tiered approach to reducing chronic absence.** ~~focus on prevention of~~ **Such an approach shall include strategies for preventing** attendance problems, which may include, but are not limited to, efforts to provide a safe and positive school environment, relevant and engaging learning experiences, school activities that help develop students' feelings of connectedness with the school, school-based health services, **letters alerting parents/guardians to the value of regular school attendance,** and incentives and rewards to recognize students who achieve excellent attendance or demonstrate significant improvement in attendance.

~~The Superintendent or designee also shall develop strategies that enable~~ **The tiered approach shall also provide for** early outreach to students as soon as they show signs of poor attendance **or if they were chronically absent in the prior school year**. **Early intervention may include personalized outreach, individual attendance plans, and/or mentoring to students with moderate levels of chronic absence, with additional intensive, interagency wrap-around services for students with the highest level of absence.**

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 5126 - Awards for Achievement)
(cf. 5131 - Conduct)
(cf. 5131.2 - Bullying)
(cf. 5137 - Positive School Climate)
(cf. 5141.6 - School Health Services)
(cf. 5145.3 - Nondiscrimination/Harassment)

~~Note: In developing strategies for addressing chronic absence and truancy, districts may consider reasons for absences given by individual students as well as survey data using tools such as the California Healthy Kids Survey and/or the California School Climate, Health, and Learning Survey System available from WestEd.~~

CHRONIC ABSENCE AND TRUANCY (continued)

~~The Superintendent or designee shall consult with students, parents/guardians, school staff, and community agencies, as appropriate, to identify factors contributing to chronic absence and truancy.~~

~~Interventions for s~~**S**tudents with serious attendance problems shall be **provided with interventions specific to their needs, which** ~~designed to meet the specific needs of the student and~~ may include, but are not limited to, health care referrals, transportation assistance, counseling for mental or emotional difficulties, academic supports, efforts to address school or community safety concerns, discussions with the student and parent/guardian about their attitudes regarding schooling, or other strategies to remove identified barriers to school attendance. The Superintendent**, attendance supervisor,** or designee may collaborate with child welfare services, law enforcement, courts, public health care agencies, other government agencies, and/or medical,

mental health, and oral health care providers to make alternative educational programs and support services available for students and families.

(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)
(cf. 5030 - Student Wellness)
(cf. 5146 - Married/Pregnant/Parenting Students)
(cf. 5147 - Dropout Prevention)
(cf. 6158 - Independent Study)
(cf. 6164.2 - Guidance/Counseling Services)
(cf. 6164.5 - Student Success Teams)
(cf. 6173 - Education for Homeless Children)
(cf. 6173.1 - Education for Foster Youth)
(cf. 6173.2 - Education of Children of Military Families)
(cf. 6175 - Migrant Education Program)
(cf. 6179 - Supplemental Instruction)
(cf. 6181 - Alternative Schools/Programs of Choice)
(cf. 6183 - Home and Hospital Instruction)
(cf. 6184 - Continuation Education)
(cf. 6185 - Community Day School)

The Superintendent or designee shall ensure that staff assigned to fulfill attendance-related duties are trained in implementing a trauma-informed approach to chronic absence and receive information about the high correlation between chronic absence and exposure to adverse childhood experiences.

(cf. 4131 - Staff Development)

Note: State law establishes a series of interventions that the district is required or authorized to impose depending on the number of truancies committed by a student; see the accompanying administrative regulation. Habitually truant students, as defined in Education Code 48262, may be referred to a school attendance review board (SARB) if established by the county office of education or to a SARB established by the district Governing Board pursuant to Education Code 48321; see BP/AR 5113.12 - District School

Attendance Review Board. Instead of the SARB process, students may be referred to a truancy mediation program operated by the county's district attorney or probation officer pursuant to Education Code 48260.6. Education Code 48264.5 authorizes, but does not require, students who continue to be truant after receiving these interventions to be referred to a juvenile court. Parents/guardians of students who are identified as truant may be subject to penalties pursuant to Education Code 48293, Penal Code 270.1, and/or Penal Code 272.

Students who are identified as **chronically absent or** truant shall be subject to the interventions specified in law and administrative regulation.

(cf. 5113.12 - District School Attendance Review Board)

Note: Education Code 48900 expresses legislative intent that alternatives to suspension or expulsion be used with students who are truant, tardy, or otherwise absent from assigned school activities; see BP 5144 - Discipline and BP 5144.1 - Suspension and Expulsion/Due Process.

A student's truancy, tardiness, or other absence from school shall not be the basis for ~~his/her~~ suspension or expulsion. Alternative strategies and positive reinforcement for attendance shall be used whenever possible.

(cf. 5144 - Discipline)
(cf. 5144.1 - Suspension and Expulsion/Due Process)

Note: Education Code 52060 requires districts to include the rates of school attendance, chronic absence, dropout, and graduation, as applicable, in their local control and accountability plan (LCAP); see BP/AR 0460 - Local Control and Accountability Plan.

The California School Dashboard includes measures of district and school performance in each priority area addressed in the LCAP, including chronic absence for grades K-8. The Dashboard reports the degree to which districts and schools meet performance criteria as well as changes in performance from year to year. See BP 0500 - Accountability. For grades 9-12, chronic absence rates are available through the California Department of Education's DataQuest.

The Superintendent**, attendance supervisor,** or designee shall periodically report to the Board regarding **student attendance patterns in the district, including rates of chronic absence and truancy districtwide and for each school, grade level, and numerically significant student subgroup as defined in Education Code 52052.** ~~the district's progress in improving student attendance rates for all students and for each numerically significant student population~~. Such information shall be used to evaluate the effectiveness of strategies implemented to reduce chronic absence and truancy and to ~~make changes as needed~~ develop annual goals and specific actions for student attendance and engagement to be included in the district's local control and accountability plan and other applicable school and district plans. As appropriate, the Superintendent or designee shall engage school staff in program evaluation and improvement and in the determination of how to best allocate available community resources.

(cf. 0500 - Accountability)
(cf. 0400 - Comprehensive Plans)
(cf. 0420 - School Plans/Site Councils)
(cf. 0450 - Comprehensive Safety Plan)
(cf. 0460 - Local Control and Accountability Plan)

Legal Reference:

EDUCATION CODE
1740-1742 Employment of personnel to supervise attendance (county superintendent)
37223 Weekend classes
46000 Records (attendance)
46010-46014 Absences
46110-46119 Attendance in kindergarten and elementary schools
46140-46147 Attendance in junior high and high schools
48200-48208 Children ages 6-18 (compulsory full-time attendance)
48225.5 Work permits, entertainment and allied industries
48240-48246 Supervisors of attendance
48260-48273 Truants
48290-48297 Failure to comply; complaints against parents
48320-48325 School attendance review boards
48340-48341 Improvement of student attendance
48400-48403 Compulsory continuation education
48900 Suspension and expulsion
49067 Unexcused absences as cause of failing grade
52052 Accountability; numerically significant student subgroups
60901 Chronic absence
GOVERNMENT CODE

54950-54963 The Ralph M. Brown Act
PENAL CODE
270.1 Chronic truancy; parent/guardian misdemeanor
272 Parent/guardian duty to supervise and control minor child; criminal liability for truancy
830.1 Peace officers
VEHICLE CODE
13202.7 Driving privileges; minors; suspension or delay for habitual truancy
WELFARE AND INSTITUTIONS CODE
256-258 Juvenile hearing officer
601-601.4 Habitually truant minors
11253.5 Compulsory school attendance
CODE OF REGULATIONS, TITLE 5
306 Explanation of absence
420-421 Record of verification of absence due to illness and other causes
COURT DECISIONS
L.A. v. Superior Court of San Diego County, (2012) 209 Cal.App.4th 976

Management Resources: (see next page)

CHRONIC ABSENCE AND TRUANCY (continued)

Management Resources:
ATTENDANCE WORKS PUBLICATIONS
District Attendance Tracking Tool
For School Board Members: Frequently Asked Questions About Chronic Absence
School Attendance Tracking Tool
Bringing Attendance Home: Engaging Parents in Preventing Chronic Absence, 2015
~~*Count Us In! Working Together to Show that Every School Day Matters, 2014*~~
The Power of Positive Connections: Reducing Chronic Absence Through PEOPLE: Priority Early Outreach for Positive Linkages and Engagement, 2014
CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS
School Attendance Review Board ~~Handbook~~: A Road Map for Improved School Attendance and Behavior, ~~2015~~ ***rev. 2018***
~~*School Attendance Improvement Handbook, 2000*~~
WEB SITES
CSBA: http://www.csba.org
Attendance Works: http://www.attendanceworks.org
California Association of Supervisors of Child Welfare and Attendance: http://www.cascwa.org
California Department of Education: http://www.cde.ca.gov
California Healthy Kids Survey: http://chks.wested.org
California School Climate, Health, and Learning Survey System: http://www.cal-schls.wested.org

(4/15 10/17) 10/20

Policy Reference UPDATE Service
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Policy 5113.1: Chronic Absence And Truancy

Status: ADOPTED

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

The Board of Education believes that absenteeism, whatever the cause, may be an early warning sign of poor academic achievement and may put students at risk of dropping out of school. The Board desires to ensure that all students attend school in accordance with the state's compulsory education law and take full advantage of educational opportunities provided by the district.

The Superintendent or designee shall establish a system to accurately track student attendance in order to identify individual students who are chronic absentees and truants, as defined in law and administrative regulation, and to identify patterns of absence throughout the district. He/she shall provide the Board with data on school attendance, chronic absence, and truancy rates districtwide, for each school, and disaggregated for each numerically significant student subgroup as defined in Education Code 52052. Such data shall be used in the development of annual goals and specific actions for student attendance and engagement to be included in the district's local control and accountability plan and other applicable school and district plans.

The Superintendent or designee shall develop strategies that focus on prevention of attendance problems, which may include, but are not limited to, efforts to provide a safe and positive school environment, relevant and engaging learning experiences, school activities that help develop students' feelings of connectedness with the school, school-based health services, and incentives and rewards to recognize students who achieve excellent attendance or demonstrate significant improvement in attendance. The Superintendent or designee also shall develop strategies that enable early outreach to students as soon as they show signs of poor attendance.

The Superintendent or designee shall consult with students, parents/guardians, school staff, and community agencies, as appropriate, to identify factors contributing to chronic absence and truancy.

Interventions for students with serious attendance problems shall be designed to meet the specific needs of the student and may include, but are not limited to, health care referrals, transportation assistance, counseling for mental or emotional difficulties, academic supports, efforts to address school or community safety concerns, discussions with the student and parent/guardian about their attitudes regarding schooling, or other strategies to remove identified barriers to school attendance. The Superintendent or designee may collaborate with child welfare services, law enforcement, courts, public health care agencies, other government agencies, and/or medical, mental health, and oral health care providers to make alternative educational programs and support services available for students and families.

Students who are identified as truant shall be subject to the interventions specified in law and administrative regulation.

A student's truancy, tardiness, or other absence from school shall not be the basis for his/her suspension or expulsion. Alternative strategies and positive reinforcement for attendance shall be used whenever possible.

The Superintendent or designee shall periodically report to the Board regarding the district's progress in improving student attendance rates for all students and for each numerically significant student population. Such information shall be used to evaluate the effectiveness of strategies implemented to reduce chronic absence and truancy and to make changes as needed. As appropriate, the Superintendent or designee shall engage school staff in program evaluation and improvement and in the determination of how to best allocate available community resources.

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

State References	Description
5 CCR 306	Explanation of absence
5 CCR 420-421	Record of verification of absence due to illness and other causes
Ed. Code 1740-1742	Employment of personnel to supervise attendance (county superintendent)
Ed. Code 37223	Weekend classes
Ed. Code 46000	Records (attendance)
Ed. Code 46010-46014	Absences

Ed. Code 46110-46119	Attendance in kindergarten and elementary schools
Ed. Code 46140-46147	Attendance in junior high and high schools
Ed. Code 48200-48208	Children ages 6-18 (compulsory full-time attendance)
Ed. Code 48225.5	Work permits, entertainment and allied industries
Ed. Code 48240-48246	Supervisors of attendance
Ed. Code 48260-48273	Truants
Ed. Code 48290-48297	Failure to comply; complaints against parents
Ed. Code 48320-48325	School attendance review boards
Ed. Code 48340-48341	Improvement of student attendance
Ed. Code 48400-48403	Compulsory continuation education
Ed. Code 48900	Suspension and/or expulsion
Ed. Code 49067	Unexcused absences as cause of failing grade
Ed. Code 52052	Accountability; numerically significant student subgroups
Ed. Code 60901	Chronic absence
Gov. Code 54950-54963	The Ralph M. Brown Act
Pen. Code 270.1	Chronic truancy; parent/guardian misdemeanor
Pen. Code 272	Parent/guardian duty to supervise and control minor child; criminal liability for truancy
Pen. Code 830.1	Peace officers
Veh. Code 13202.7	Driving privileges; minors; suspension or delay for habitual truancy
W&I Code 11253.5	Compulsory school attendance
W&I Code 256-258	Juvenile hearing officer
W&I Code 601-601.4	Habitually truant minors

Management Resources References	**Description**
Attendance Works Publication	Count Us In! Working Together to Show that Every School Day Matters, 2014
Attendance Works Publication	The Power of Positive Connections: Reducing Chronic Absence Through PEOPLE: Priority Early Outreach for Positive Linkages and Engagement, 2014
California Department of Education Publication	School Attendance Review Board Handbook: A Road Map for Improved School Attendance and Behavior, 2015
California Department of Education Publication	School Attendance Improvement Handbook, 2000
Court Decision	L.A. v. Superior Court of San Diego County, (2012) 209 Cal.App.4th 976
CSBA Publication	Attendance Awareness Month, Fact Sheet, September 2014
Website	California School Climate, Health, and Learning Survey System
Website	California Healthy Kids Survey
Website	CSBA
Website	California Department of Education
Website	Attendance Works
Website	California Association of Supervisors of Child Welfare and Attendance

Cross References	**Description**
0450	Comprehensive Safety Plan

0450	Comprehensive Safety Plan
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
0470	COVID-19 Mitigation Plan
4119.41	Employees With Infectious Disease
4219.41	Employees With Infectious Disease
4319.41	Employees With Infectious Disease
5030	Student Wellness
5112.1	Exemptions From Attendance
5112.1	Exemptions From Attendance
5113	Absences And Excuses
5113	Absences And Excuses
5113.11	Attendance Supervision
5113.12	District School Attendance Review Board
5113.12	District School Attendance Review Board
5116.2	Involuntary Student Transfers
5117	Interdistrict Attendance
5117	Interdistrict Attendance
5121	Grades/Evaluation Of Student Achievement
5121	Grades/Evaluation Of Student Achievement
5125	Student Records
5125	Student Records
5126	Awards For Achievement
5126	Awards For Achievement
5131	Conduct
5131.2	Bullying
5131.2	Bullying
5131.4	Student Disturbances
5131.4	Student Disturbances
5137	Positive School Climate
5141.21	Administering Medication And Monitoring Health Conditions
5141.21	Administering Medication And Monitoring Health Conditions
5141.33	Head Lice
5141.6	School Health Services
5141.6	School Health Services
5144	Discipline
5144	Discipline
5144.1	Suspension And Expulsion/Due Process
5144.1	Suspension And Expulsion/Due Process
5145.3	Nondiscrimination/Harassment
5145.3	Nondiscrimination/Harassment

5145.6	Parental Notifications
5147	Dropout Prevention
6164.2	Guidance/Counseling Services
6164.5	Student Success Teams
6164.5	Student Success Teams
6172	Gifted And Talented Student Program
6172	Gifted And Talented Student Program
6173	Education For Homeless Children
6173	Education For Homeless Children
6173.1	Education For Foster Youth
6173.1	Education For Foster Youth
6176	Weekend/Saturday Classes
6179	Supplemental Instruction

CSBA Sample
Administrative Regulation

REVISED

Students AR 5113.1(a)

CHRONIC ABSENCE AND TRUANCY

Note: The following administrative regulation may be revised to reflect the district personnel responsible for duties related to attendance supervision and matters related to chronic absence and truancy. Pursuant to Education Code 48240-48246, the district may appoint an attendance supervisor, join a consortium of districts to employ an attendance supervisor, or contract with the County Superintendent of Schools to supervise the attendance of district students. See AR 5113.11 - Attendance Supervision.

Education Code 48273 **mandates** that the district adopt rules and regulations related to reports of district referrals to a school attendance review board (SARB). See the section on "Reports" below for language fulfilling this mandate.

Definitions

~~Note: The following definition of "chronic absentee" is provided in Education Code 60901 for purposes of reporting student attendance within the California Longitudinal Pupil Achievement Data System. This definition is also used in the template adopted by the State Board of Education to assist districts in completing the local control and accountability plan. Chronic absence includes absence for any reason (i.e., excused and/or unexcused absences).~~

Chronic absentee means a student who is absent for any reason on 10 percent or more of the school days in the school year, when the total number of days the student is absent is divided by the total number of days the student is enrolled and school was actually taught in the regular schools of the district, exclusive of Saturdays and Sundays. (Education Code 60901)

Truant means a student who is absent from school without a valid excuse three full days in one school year, or tardy or absent for more than any 30-minute period during the school day without a valid excuse on three occasions in one school year, or any combination thereof. (Education Code 48260)

Habitual truant means a student who has been reported as a truant three or more times within the same school year, provided the district has made a conscientious effort to hold at least one conference with the student and ~~his/her~~ **the student's** parent/guardian after either of the two previous reports. (Education Code 48262, 48264.5)

Chronic truant means a student who has been absent from school without a valid excuse for 10 percent or more of the school days in one school year, from the date of enrollment to the current date, provided the district has met the requirements of Education Code 48260, 48260.5, 48261, 48262, 48263, and 48291. (Education Code 48263.6)

Note: As provided above, definitions of the various categories of truancy are based on the number of absences from school without a valid excuse. Education Code 48260 defines a "valid excuse," for purposes of

classifying a student as a truant, as any of the reasons specified in Education Code 48205 (i.e., illness, quarantine, health services appointments, funeral service attendance, jury duty, illness or medical appointment of student's child, justifiable personal reasons,

service on precinct board, time with family member called to active duty or on leave from active duty, and religious exercises), Education Code 48225.5 (i.e., entertainment or allied industries work permits and nonprofit organization performances), or other reasons at the discretion of school administrators. AR 5113 - Absences and Excuses reflects the reasons that students may be excused from school ~~pursuant to Education Code 48205~~ and provides information about methods of verification of student absences.

For purposes of classifying a student as a truant, *valid excuse* includes, but is not limited to, the reasons for which a student shall be excused from school pursuant to Education Code 48205 and 48225.5 **and AR 5113 - Absences and Excuses.** A valid excuse may include other reasons that are within the discretion of school administrators and, based on the facts of the student's circumstances, are deemed to constitute a valid excuse. (Education Code 48260)

(cf. 5113 - Absences and Excuses)
(cf. 5113.2 - Work Permits)

Addressing Chronic Absence

Note: The following **optional** section may be revised to reflect district practice.

~~For further information about strategies to address chronic absence, see CSBA's policy brief Improving Student Achievement by Addressing Chronic Absence and the California Department of Education's (CDE) School Attendance Improvement Handbook. Also see AR 5113 - Absences and Excuses for language requiring students with frequent absences due to illness to provide written verification from a health care practitioner.~~

When a student is identified as a chronic absentee, the Superintendent**, attendance supervisor,** or designee shall communicate with the student and ~~his/her~~ **the student's** parents/guardians to determine the reason(s) for the excessive absences, ensure the student and parents/guardians are aware of the adverse consequences of poor attendance, and jointly develop a plan for improving the student's school attendance.

(cf. 5113.11 - Attendance Supervision)
(cf. 6020 - Parent Involvement)

The student may be referred to a student success team or school-site attendance review team to assist in evaluating ~~his/her~~ **the student's** needs and identifying strategies and programs to assist ~~him/her~~ **the student**. **When necessary, the student may be referred to a school attendance review board (SARB) program, a truancy mediation program established by the district attorney or the probation officer, or a comparable program deemed acceptable by the Superintendent or designee, in accordance with Education Code 48263 and item #3 in the section "Addressing Truancy" below.**

(cf. 5146 - Married/Pregnant/Parenting Students)
(cf. 5147 - Dropout Prevention)
(cf. 6164.2 - Guidance/Counseling Services)
(cf. 6164.5 - Student Success Teams)
(cf. 6173 - Education for Homeless Children)
(cf. 6173.1 - Education for Foster Youth)
(cf. 6173.2 - Education of Children of Military Families)
(cf. 6175 - Migrant Education Program)

A student who is struggling academically may be offered tutoring or other supplemental instruction, extended learning opportunities, and/or alternative educational options as appropriate.

Note: Pursuant to Education Code 49067, the Governing Board may authorize teachers to assign failing grades to students with excessive unexcused absences, with the threshold number of absences established by the Board. See BP 5121 - Grades/Evaluation of Student Achievement. However, CSBA's governance brief Research-Supported Strategies to Improve the Accuracy and Fairness of Grades recommends that student absences be dealt with separately from grading and that absences should not be considered in determining a student's level of understanding of course content. The following paragraph is consistent with that recommendation and may be revised to reflect district practice.

Students who are absent shall be given an opportunity to make up missed assignments or assessments and shall receive full credit for satisfactory completion of the work. Students with excessive absences shall be supported to the extent possible to limit the impact of absences on the student's grades.

(cf. 5121 - Grades/Evaluation of Student Achievement)
(cf. 6158 - Independent Study)
(cf. 6176 - Weekend/Saturday Classes)
(cf. 6178.1 - Work-Based Learning)
(cf. 6179 - Supplemental Instruction)
(cf. 6181 - Alternative Schools/Programs of Choice)
(cf. 6183 - Home and Hospital Instruction)
(cf. 6184 - Continuation Education)

Whenever chronic absenteeism is linked to a health ~~issue or~~**, social-emotional, family, or other** nonschool ~~condition~~ **issue**, the Superintendent or designee may recommend school or community resources and/or collaborate with community agencies and organizations to address the needs of the student and **the student's** ~~his/her~~ family.

(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)
(cf. 5141.6 - School Health Services)

CHRONIC ABSENCE AND TRUANCY (continued)

Addressing Truancy

An attendance supervisor or designee, peace officer, probation officer, or school administrator or designee may, as applicable, arrest or assume temporary custody during school hours of any minor student found away from ~~his/her~~ home who is absent from school without a valid excuse. Any person arresting or assuming temporary custody of a minor student shall deliver the student and make reports in accordance with Education Code 48265 and 48266. (Education Code 48264, 48265, 48266)

(cf. 3515.3 - District Police/Security Department)

The Superintendent**, attendance supervisor,** or designee shall investigate a complaint from any person that a parent/guardian has violated the state compulsory education laws contained in Education Code 48200-48341. (Education Code 48290)

When a student has been identified as a truant as defined above, the following steps shall be implemented based on the number of truancies ~~he/she~~ **the student** has committed:

1. Initial truancy

   a. The student shall be reported to the Superintendent, **attendance supervisor,** or designee. (Education Code 48260)

Note: When a student is classified as truant, Education Code 48260.5 requires notification of ~~his/her~~ **the student's** parents/guardians by the most cost-effective method possible, which may include email or a telephone call. ~~The CDE's web site and School Attendance Improvement Handbook~~ **The California Department of Education's (CDE) School Attendance Review Board: A Road Map for Improved School Attendance and Behavior** provide**s** sample letters.

   b. The student's parent/guardian shall be notified by the most cost-effective method possible, which may include email or a telephone call, that: (Education Code 48260.5)

      (1) The student is truant.

      (2) The parent/guardian is obligated to compel the student to attend school **and, ~~I~~if** the parent/guardian fails to meet this obligation, ~~he/she~~ **the parent/guardian** may be guilty of an infraction of the law and subject to prosecution pursuant to Education Code 48290-48296.

      (3) Alternative educational programs are available in the district.

CHRONIC ABSENCE AND TRUANCY (continued)

      (4) The parent/guardian has the right to meet with appropriate school personnel to discuss solutions to the student's truancy.

      (5) The student may be subject to arrest or held in temporary custody by a probation officer, a peace officer, a school administrator or designee, or attendance supervisor or designee pursuant to Education Code 48264 if found away from home and absent from school without a valid excuse.

      (6) **If the student is at least 13 years of age but under age 18, t~~T~~**he student may be subject to **the** suspension, restriction, or delay of ~~his/her~~ driving privilege pursuant to Vehicle Code 13202.7.

      (7) It is recommended that the parent/guardian accompany the student to school and attend classes with the student for one day.

(cf. 5145.6 - Parental Notifications)

   c. The student may be required to attend makeup classes on one day of a weekend pursuant to Education Code 37223. (Education Code 48264.5)

d. The student and, as appropriate, ~~his/her~~ **the student's** parent/guardian may be requested to attend a meeting with a school counselor or other school designee to discuss the root causes of the attendance issue and develop a joint plan to improve the student's attendance. (Education Code 48264.5)

Note: The following **optional** item is for use by districts in which there is no county SARB and the county's district attorney or probation officer has elected to participate in a truancy mediation program pursuant to Education Code 48260.6.

e. The Superintendent**, attendance supervisor,** or designee may notify the district attorney and/or probation officer of the student's name and the name and address of ~~his/her~~ **the student's** parents/guardians. (Education Code 48260.6)

2. Second truancy

a. Any student who has once been reported as a truant shall again be reported to the Superintendent**, attendance supervisor,** or designee as a truant if ~~he/she~~ **the student** is absent from school without a valid excuse one or more days or is tardy on one or more days during the school year. (Education Code 48261)

CHRONIC ABSENCE AND TRUANCY (continued)

b. The student may be required to attend makeup classes on one day of a weekend pursuant to Education Code 37223. (Education Code 48264.5)

c. The student may be assigned to an after-school or weekend study program within the county. If the student fails to successfully complete this study program, ~~he/she~~ **the student** shall be subject to item #3 below. (Education Code 48264.5)

Note: Education Code 48262 provides that a student cannot be classified as a habitual truant (item #3 below) until the district has made a conscientious effort to hold at least one conference with the student and ~~his/her~~ parent/guardian after the attendance supervisor has been notified of either the first or second truancy. Education Code 48262 defines "conscientious effort," for purposes of this section, as attempting to communicate with the parent/guardian at least once using the most cost-effective method possible, which may include email or a telephone call. Thus, the following paragraph requires such communication in the event of the second truancy.

d. An appropriate district staff member shall make a conscientious effort to hold at least one conference with the student and ~~his/her~~ **the student's** parent/guardian by communicating with the parent/guardian at least once using the most cost-effective method possible, which may include email or a telephone call. (Education Code 48262)

e. The student may be given a written warning by a peace officer. A record of that warning may be kept at the school for not less than two years or until the student graduates or transfers from the school. If the student transfers, the record may be forwarded to the new school. (Education Code 48264.5)

Note: The following **optional** item is for use by districts in which there is no county SARB and the county's district attorney or probation officer has elected to participate in a truancy mediation program. Pursuant to Education Code 48260.6, if the district

notifies the district attorney and/or probation officer that a student continues to be classified as a truant after proper notification to the parents/guardians as described in item #1b above, the district attorney or probation officer may request a meeting with the student and ~~his/her~~ **the student's** parents/guardians to discuss the possible legal consequences of the student's truancy.

f. The Superintendent or designee may notify the district attorney and/or probation officer when the student continues to be classified as a truant after the parents/guardians have been notified in accordance with item #1b above. (Education Code 48260.6)

3. Third truancy (habitual truancy)

Note: Education Code 48263 and 48264.5 authorize the district to refer habitual truants**, chronic absentees, and students who are habitually insubordinate or disorderly** to a SARB, a county truancy mediation program, or a comparable program for services. The district should revise the following items to reflect the option(s) available in the district.

CHRONIC ABSENCE AND TRUANCY (continued)

According to ~~the~~ CDE's School Attendance ~~Improvement Handbook~~ **Review Board: A Road Map for Improved School Attendance and Behavior**, prior to referring a ~~truant~~ student to a SARB or county truancy mediation program, some districts initiate an intermediate step, such as a school-site attendance review team or student success team. Districts that have established such an intermediate step may revise the following item accordingly.

a. A student who is habitually truant, ~~irregular in school attendance~~ **a chronic absentee**, or habitually insubordinate or disorderly during attendance at school may be referred to, and required to attend, a ~~school attendance review board~~ ~~(~~SARB~~)~~ program, a truancy mediation program established by the district attorney or the probation officer, or a comparable program deemed acceptable by the Superintendent or designee. (Education Code 48263, 48264.5)

(cf. 5113.12 - District School Attendance Review Board)

b. Upon making a referral to the SARB or the probation department, the Superintendent**,** ~~or designee~~ **attendance supervisor, or other person designated to make the referral** shall provide the student**, the student's** ~~and~~ parent/guardian, **and SARB or probation department with documentation of the interventions undertaken at the school. The attendance supervisor or designee shall also provide the student and the student's parent/guardian,** in writing, the name and address of the SARB or probation department and the reason for the referral. This notice shall indicate that the student and **the student's** parent/guardian shall be required, along with the district staff person making the referral, to meet with the SARB or a probation officer to consider a proper disposition of the referral. (Education Code 48263)

c. If the student does not successfully complete the truancy mediation program or other similar program, ~~he/she~~ **the student** shall be subject to item #4 below. (Education Code 48264.5)

Note: Pursuant to Education Code 48263, the SARB or probation officer may direct a student and/or the student's parents/guardians to make use of available community services and may require satisfactory evidence of participation. If the SARB or probation officer determines that available community resources cannot resolve the problem, or if the student and/or **the student's** parents/guardians have failed to respond to the directives of the SARB or probation officer, the SARB may so notify the district attorney and/or probation officer, or the probation officer may notify the district attorney provided the district attorney or probation officer participates in a truancy mediation program. If the county has not established a SARB, the district may make this finding and notification.

The following paragraph is for use by districts in which the county has not established a SARB and the county's district attorney or probation officer has elected to participate in a truancy mediation program.

CHRONIC ABSENCE AND TRUANCY (continued)

d. If the Superintendent or designee determines that available community services cannot resolve the problem of the truant or insubordinate student or if the student and/or ~~his/her~~ **the student's** parents/guardians have failed to respond to the directives of the district or to services provided, the Superintendent or designee may so notify the district attorney and/or the probation officer. (Education Code 48263)

4. Fourth truancy

a. Upon ~~his/her~~ **the** fourth truancy within the same school year, the student may be referred to the jurisdiction of the juvenile court. (Education Code 48264.5; Welfare and Institutions Code 601)

Note: Pursuant to Education Code 48264.5 and Welfare and Institutions Code 601, a student coming within the jurisdiction of the juvenile court may be adjudged a ward of the court and required to perform community service, pay a fine, attend a court-approved truancy prevention program, and/or lose driving privileges.

In L.A. v. Superior Court of San Diego County, a court of appeal held that juvenile court judges have the authority to imprison a truant as a last resort if the student commits an egregious violation of a court order, less restrictive alternatives have proved ineffective, and the student is confined separately from youths held for criminal violations.

b. If a student has been adjudged by the county juvenile court to be a habitual truant, the Superintendent or designee shall notify the juvenile court and the student's probation or parole officer whenever the student is truant or tardy on one or more days without a valid excuse in the same or succeeding school year, or is habitually insubordinate or disorderly at school. The juvenile court and probation or parole officer shall be notified within 10 days of the violation. (Education Code 48267)

Note: Item #5 below is for use by districts that offer any of grades K-8. Penal Code 270.1 states that a parent/guardian of a "chronic truant" who is at least six years old and is in any of grades K-8 is guilty of a misdemeanor punishable by a fine and/or imprisonment if ~~he/she~~ **the parent/guardian** has failed to reasonably supervise and encourage the student's school attendance and has been offered language-accessible support services to address the student's truancy. Pursuant to Penal Code 270.1, a parent/guardian found guilty of a misdemeanor may participate in a program established by a superior court, if available, which includes periodic meetings with district representatives and service referrals.

5. Chronic truancy (unexcused absence for 10 percent of school days)

a. The Superintendent or designee shall ensure that the student's parents/guardians are offered language-accessible support services to address the student's truancy.

CHRONIC ABSENCE AND TRUANCY (continued)

b. If a chronically truant student is at least age six years and is in any of grades K-8, the Superintendent or designee shall notify the student's parents/guardians that failure to reasonably supervise and encourage the student's school attendance may result in the parent/guardian being found guilty of a misdemeanor pursuant to Penal Code 270.1.

Records

Note: The following **optional** paragraph may be revised to reflect district practice. ~~The~~ CDE's School Attendance Review Board ~~Handbook~~**: A Road Map for Improved School Attendance and Behavior** cautions that it is important to keep accurate and complete records of any violations of compulsory school attendance laws because such records may ultimately be introduced as evidence in a trial for truancy.

The Superintendent**, attendance supervisor,** or designee shall maintain accurate attendance records for students identified as habitual or chronic truants. ~~The Superintendent or designee also~~ **In addition, the attendance supervisor, designee, and/or the staff persons who have direct contact with the student or parent/guardian** shall document all **their** contacts ~~with a student and his/her parent/guardian~~ regarding the student's attendance, including a summary of all conversations and a record of all intervention efforts.

(cf. 5125 - Student Records)

Note: Education Code 48273 **mandates** that the district adopt rules and regulations for the purpose of gathering data and making a report to the County Superintendent of Schools regarding SARB referrals. ~~The~~ CDE's web site provides a model annual summary report form.

The Superintendent**, attendance supervisor,** or designee shall gather and transmit to the County Superintendent of Schools the number and types of referrals made to the SARB and of requests for petitions made to the juvenile court. (Education Code 48273)

(11/12 10/17) 10/20

Policy Reference UPDATE Service
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Regulation 5113.1: Chronic Absence And Truancy

Status: ADOPTED

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

Definitions

Chronic absentee means a student who is absent for any reason on 10 percent or more of the school days in the school year, when the total number of days the student is absent is divided by the total number of days the student is enrolled and school was actually taught in the regular schools of the district, exclusive of Saturdays and Sundays. (Education Code 60901)

Truant means a student who is absent from school without a valid excuse three full days in one school year, or tardy or absent for more than any 30-minute period during the school day without a valid excuse on three occasions in one school year, or any combination thereof. (Education Code 48260)

Habitual truant means a student who has been reported as a truant three or more times within the same school year, provided the district has made a conscientious effort to hold at least one conference with the student and his/her parent/guardian after either of the two previous reports. (Education Code 48262, 48264.5)

Chronic truant means a student who has been absent from school without a valid excuse for 10 percent or more of the school days in one school year, from the date of enrollment to the current date, provided the district has met the requirements of Education Code 48260, 48260.5, 48261, 48262, 48263, and 48291. (Education Code 48263.6)

For purposes of classifying a student as a truant, valid excuse includes, but is not limited to, the reasons for which a student shall be excused from school pursuant to Education Code 48205 and 48225.5. A valid excuse may include other reasons that are within the discretion of school administrators and, based on the facts of the student's circumstances, are deemed to constitute a valid excuse. (Education Code 48260)

Addressing Chronic Absence

When a student is identified as a chronic absentee, the Superintendent or designee shall communicate with the student and his/her parents/guardians to determine the reason(s) for the excessive absences, ensure the student and parents/guardians are aware of the adverse consequences of poor attendance, and jointly develop a plan for improving the student's school attendance.

The student may be referred to a student success team or school-site attendance review team to assist in evaluating his/her needs and identifying strategies and programs to assist him/her.

A student who is struggling academically may be offered tutoring or other supplemental instruction, extended learning opportunities, and/or alternative educational options as appropriate.

Whenever chronic absenteeism is linked to a health issue or nonschool condition, the Superintendent or designee may recommend school or community resources and/or collaborate with community agencies and organizations to address the needs of the student and his/her family.

Addressing Truancy

An attendance supervisor or designee, peace officer, probation officer, or school administrator or designee may, as applicable, arrest or assume temporary custody during school hours of any minor student found away from his/her home who is absent from school without a valid excuse. Any person arresting or assuming temporary custody of a minor student shall deliver the student and make reports in accordance with Education Code 48265 and 48266. (Education Code 48264, 48265, 48266)

The Superintendent or designee shall investigate a complaint from any person that a parent/guardian has violated the state compulsory education laws contained in Education Code 48200-48341. (Education Code 48290)

When a student has been identified as a truant as defined above, the following steps shall be implemented based on the number of truancies he/she has committed:

1. Initial truancy

    a. The student shall be reported to the Superintendent or designee. (Education Code 48260)

b. The student's parent/guardian shall be notified by the most cost-effective method possible, which may include email or a telephone call, that: (Education Code 48260.5)

   i. The student is truant.

   ii. The parent/guardian is obligated to compel the student to attend school. If the parent/guardian fails to meet this obligation, he/she may be guilty of an infraction of the law and subject to prosecution pursuant to Education Code 48290-48296.

   iii. Alternative educational programs are available in the district.

   iv. The parent/guardian has the right to meet with appropriate school personnel to discuss solutions to the student's truancy.

   v. It is recommended that the parent/guardian accompany the student to school and attend classes with the student for one day.

c. The student may be required to attend makeup classes on one day of a weekend pursuant to Education Code 37223. (Education Code 48264.5)

d. The student and, as appropriate, his/her parent/guardian may be requested to attend a meeting with a school counselor or other school designee to discuss the root causes of the attendance issue and develop a joint plan to improve the student's attendance. (Education Code 48264.5)

e. The Superintendent or designee may notify the district attorney and/or probation officer of the student's name and the name and address of his/her parents/guardians. (Education Code 48260.6)

2. Second truancy

   a. Any student who has once been reported as a truant shall again be reported to the Superintendent or designee as a truant if he/she is absent from school without a valid excuse one or more days or is tardy on one or more days during the school year. (Education Code 48261)

   b. The student may be required to attend makeup classes on one day of a weekend pursuant to Education Code 37223. (Education Code 48264.5)

   c. The student may be assigned to an after-school or weekend study program within the county. If the student fails to successfully complete this study program, he/she shall be subject to item #3 below. (Education Code 48264.5)

   d. An appropriate district staff member shall make a conscientious effort to hold at least one conference with the student and his/her parent/guardian by communicating with the parent/guardian at least once using the most cost-effective method possible, which may include email or a telephone call. (Education Code 48262)

3. Third truancy (habitual truancy)

   a. A student who is habitually truant, irregular in school attendance, or habitually insubordinate or disorderly during attendance at school may be referred to, and required to attend, a school attendance review board (SARB) program, a truancy mediation program established by the district attorney or the probation officer, or a comparable program deemed acceptable by the Superintendent or designee. (Education Code 48263, 48264.5)

   b. Upon making a referral to the SARB or the probation department, the Superintendent or designee shall provide the student and parent/guardian, in writing, the name and address of the SARB or probation department and the reason for the referral. This notice shall indicate that the student and parent/guardian shall be required, along with the district staff person making the referral, to meet with the SARB or a probation officer to consider a proper disposition of the referral. (Education Code 48263)

   c. If the Superintendent or designee determines that available community services cannot resolve the problem of the truant or insubordinate student or if the student and/or his/her parents/guardians have

failed to respond to the directives of the district or to services provided, the Superintendent or designee may so notify the district attorney and/or the probation officer. (Education Code 48263)

4. Chronic truancy (unexcused absence for 10 percent of school days)

    a. The Superintendent or designee shall ensure that the student's parents/guardians are offered language-accessible support services to address the student's truancy.

    b. If a chronically truant student is at least age six years and is in any of grades K-8, the Superintendent or designee shall notify the student's parents/guardians that failure to reasonably supervise and encourage the student's school attendance may result in the parent/guardian being found guilty of a misdemeanor pursuant to Penal Code 270.1.

Records

The Superintendent or designee shall maintain accurate attendance records for students identified as habitual or chronic truants. The Superintendent or designee also shall document all contacts with a student and his/her parent/guardian regarding the student's attendance, including a summary of all conversations and a record of all intervention efforts.

The Superintendent or designee shall gather and transmit to the County Superintendent of Schools the number and types of referrals made to the SARB and of requests for petitions made to the juvenile court. (Education Code 48273)

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

State References	Description
5 CCR 306	Explanation of absence
5 CCR 420-421	Record of verification of absence due to illness and other causes
Ed. Code 1740-1742	Employment of personnel to supervise attendance (county superintendent)
Ed. Code 37223	Weekend classes
Ed. Code 46000	Records (attendance)
Ed. Code 46010-46014	Absences
Ed. Code 46110-46119	Attendance in kindergarten and elementary schools
Ed. Code 46140-46147	Attendance in junior high and high schools
Ed. Code 48200-48208	Children ages 6-18 (compulsory full-time attendance)
Ed. Code 48225.5	Work permits, entertainment and allied industries
Ed. Code 48240-48246	Supervisors of attendance
Ed. Code 48260-48273	Truants
Ed. Code 48290-48297	Failure to comply; complaints against parents
Ed. Code 48320-48325	School attendance review boards
Ed. Code 48340-48341	Improvement of student attendance
Ed. Code 48400-48403	Compulsory continuation education
Ed. Code 48900	Suspension and/or expulsion
Ed. Code 49067	Unexcused absences as cause of failing grade
Ed. Code 52052	Accountability; numerically significant student subgroups
Ed. Code 60901	Chronic absence
Gov. Code 54950-54963	The Ralph M. Brown Act
Pen. Code 270.1	Chronic truancy; parent/guardian misdemeanor

Pen. Code 272	Parent/guardian duty to supervise and control minor child; criminal liability for truancy
Pen. Code 830.1	Peace officers
Veh. Code 13202.7	Driving privileges; minors; suspension or delay for habitual truancy
W&I Code 11253.5	Compulsory school attendance
W&I Code 256-258	Juvenile hearing officer
W&I Code 601-601.4	Habitually truant minors

Management Resources References	**Description**
Attendance Works Publication	Count Us In! Working Together to Show that Every School Day Matters, 2014
Attendance Works Publication	The Power of Positive Connections: Reducing Chronic Absence Through PEOPLE: Priority Early Outreach for Positive Linkages and Engagement, 2014
California Department of Education Publication	School Attendance Review Board Handbook: A Road Map for Improved School Attendance and Behavior, 2015
California Department of Education Publication	School Attendance Improvement Handbook, 2000
Court Decision	L.A. v. Superior Court of San Diego County, (2012) 209 Cal.App.4th 976
CSBA Publication	Attendance Awareness Month, Fact Sheet, September 2014
Website	California School Climate, Health, and Learning Survey System
Website	California Healthy Kids Survey
Website	CSBA
Website	California Department of Education
Website	Attendance Works
Website	California Association of Supervisors of Child Welfare and Attendance

Cross References	**Description**
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
0470	COVID-19 Mitigation Plan
4119.41	Employees With Infectious Disease
4219.41	Employees With Infectious Disease
4319.41	Employees With Infectious Disease
5030	Student Wellness
5112.1	Exemptions From Attendance
5112.1	Exemptions From Attendance
5113	Absences And Excuses
5113	Absences And Excuses
5113.11	Attendance Supervision
5113.12	District School Attendance Review Board
5113.12	District School Attendance Review Board
5116.2	Involuntary Student Transfers

5117	Interdistrict Attendance
5117	Interdistrict Attendance
5121	Grades/Evaluation Of Student Achievement
5121	Grades/Evaluation Of Student Achievement
5125	Student Records
5125	Student Records
5126	Awards For Achievement
5126	Awards For Achievement
5131	Conduct
5131.2	Bullying
5131.2	Bullying
5131.4	Student Disturbances
5131.4	Student Disturbances
5137	Positive School Climate
5141.21	Administering Medication And Monitoring Health Conditions
5141.21	Administering Medication And Monitoring Health Conditions
5141.33	Head Lice
5141.6	School Health Services
5141.6	School Health Services
5144	Discipline
5144	Discipline
5144.1	Suspension And Expulsion/Due Process
5144.1	Suspension And Expulsion/Due Process
5145.3	Nondiscrimination/Harassment
5145.3	Nondiscrimination/Harassment
5145.6	Parental Notifications
5147	Dropout Prevention
6164.2	Guidance/Counseling Services
6164.5	Student Success Teams
6164.5	Student Success Teams
6172	Gifted And Talented Student Program
6172	Gifted And Talented Student Program
6173	Education For Homeless Children
6173	Education For Homeless Children
6173.1	Education For Foster Youth
6173.1	Education For Foster Youth
6176	Weekend/Saturday Classes
6179	Supplemental Instruction

WORK PERMITS

Note: The following **optional** policy may be revised to reflect district practice. Education Code 49160 requires ~~all~~ minors to obtain a work permit issued by the proper educational officers in order to accept employment, even for periods when school is not in session. See the accompanying administrative regulation for further information about the conditions under which a work permit is required**, specified exceptions,** and the process for issuing permits.

The Governing Board recognizes that part-time employment can provide students with income**,** ~~as well as~~ job experience**, and valuable life skills** ~~that can help them develop appropriate workplace skills and attitudes~~ **and should be permitted to the extent that such employment does not interfere with a student's education.** ~~Upon obtaining an~~ **Before accepting any** offer of employment, district students who are minors shall obtain work permits from the Superintendent or designee**,** ~~in accordance with law,~~ regardless of whether the employment will occur when school is in session and/or not in session**, unless otherwise exempted by law**.

(cf. 6178 - Career Technical Education)

Note: Education Code 49111, 49112, and 49116 and Labor Code 1391-1391.1 limit the number of hours that students may work on school days and days when school is not in session; see the accompanying administrative regulation. According to the ~~California Department of Education~~ **Department of Industrial Relations'** **Child Labor Laws**, districts have discretion to establish lower limits than provided by law for the maximum number of work hours and may impose additional requirements such as a minimum grade point average (e.g., 2.0) for issuance of a work permit. **However, Education Code 49200, as added by AB 908 (Ch. 64, Statutes of 2020), prohibits consideration of grades, grade point average, or school attendance in the event the student's school has been physically closed for an extended time due to a natural disaster, pandemic, or other emergency. See the accompanying administrative regulation.**

The following **optional** paragraph should be revised to reflect criteria established by the Board.

In determining whether to grant or continue a work permit, the Superintendent or designee shall consider whether employment is likely to significantly interfere with the student's schoolwork. Students granted work permits ~~must~~ **shall be required to** demonstrate and maintain a 2.0 grade point average and satisfactory school attendance**, except during periods of extended school closure due to an emergency as described in Education Code 49200 and the accompanying administrative regulation**. On a case-by-case basis, the Superintendent or designee may approve a maximum work hour limit that is lower than the limit specified in law and administrative regulation.

(cf. 5121 - Grades/Evaluation of Student Achievement)

Students with work permits may be exempted from attendance in a full-time day school provided they attend part-time classes. (Education Code 48230)

WORK PERMITS (continued)

(cf. 5112.1 - Exemptions from Attendance)

Note: Education Code 49130-49135 specify circumstances under which students between the ages of 14 and 18 may receive a permit to work full time.

Work permits shall be limited to part-time employment as defined by law, except when the Superintendent or designee determines that circumstances warrant the granting of a permit for full-time employment.

Any student authorized to work full time when school is in session shall be enrolled in part-time continuation classes. A student age 14 or 15 who receives a permit to work full time shall also be enrolled in a work experience education program. (Education Code 49130, 49131, 49135)

(cf. 6178.1 - Work-Based Learning)
(cf. 6184 - Continuation Education)

Legal Reference: (see next page)

WORK PERMITS (continued)

Legal Reference:
EDUCATION CODE
48230 Exemption from full-time school attendance for students with work permits
48231 Exemption from compulsory attendance for students entering attendance area near end of term
49100-49101 Compulsory attendance
49110-49119 Permits to work

49130-49135 Permits to work full time
49140-49141 Exceptions
49160-49165 Employment of minors; duties of employers
49180-49183 Violations
49200 Permit to work during extended emergency school closure
51760-51769.5 Work experience education
52300-52499.66 Career technical education
LABOR CODE
1285-1312 Employment of minors
1391-1394 Working hours for minors
CODE OF REGULATIONS, TITLE 5
10120-10121 Work permits
16023-16027 District records, retention and destruction
CODE OF REGULATIONS, TITLE 8
11701-11707 Prohibited and dangerous occupations for minors
11750-11763 Work permits and conditions, minor employed in entertainment industry
CODE OF FEDERAL REGULATIONS, TITLE 29
570.1-570.129 Child labor regulations
ATTORNEY GENERAL OPINIONS
18 Ops.Cal.Atty.Gen. 114 (1951)

Management Resources:
CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS
~~*Work Permit Handbook for California Schools: Laws and Regulations Governing the Employment of Minors, 2007*~~
Permit to Employ and Work, Form B1-4
Statement of Intent to Employ a Minor and Request for a Work Permit - Certificate of Age, Form B1-1
CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS PUBLICATIONS
*Child Labor Laws, ~~2000~~ **2013***
WEB SITES
California Department of Education, Work Experience Education: http://www.cde.ca.gov/ci/ct/we
~~*California Department of Education, Office of Regional Occupational Centers and Programs and Workforce Development: http://www.cde.ca.gov/ci/ct/wd*~~
California Department of Industrial Relations: http://www.dir.ca.gov

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CSBA Sample
Administrative Regulation

WORK PERMITS

Note: Education Code 49160 requires all minors to obtain a work permit in order to accept employment. Labor Code 1286 defines "minors" as persons under the age of 18 years who are subject to the state's compulsory attendance laws. ~~Once a minor is~~ **Students who are 18 years of age and are** no longer subject to compulsory attendance pursuant to Education Code 49101 ~~(e.g., is age 18, has graduated from high school, or has received a certificate of proficiency), he/she is~~ **are** not required to obtain a work permit **even if they have not yet graduated from high school. Pursuant to Education Code 49114, students who have graduated early from high school or have received a certificate of proficiency need a "certificate of age" to be employed. Pursuant to 5 CCR 10120.1, the certificate of age is contained within the California Department of Education's (CDE) Statement of Intent to Employ a Minor and Request for Work Permit - Certificate of Age (Form B1-1), available on its web site.**

Before accepting employment, a student under the age of 18 who is subject to the state's compulsory attendance law, including **a** student**s** who ~~have~~ **has** not yet graduated from high school or ~~have~~ **has** not received a certificate of proficiency, shall obtain a work permit.

(cf. 5112.1 - Exemptions from Attendance)
(cf. 6146.1 - High School Graduation Requirements)
(cf. 6146.2 - Certificate of Proficiency/High School Equivalency)

Note: State and federal labor laws generally require that minors be at least 14 years of age to be employed, although Education Code 49111 authorizes the issuance of a work permit to a minor who is at least 12 years of age for periods when school is not in session.

The district may issue a permit authorizing employment while school is in session, including employment connected with a work experience education program pursuant to Education Code 51760-51769.5, to a ~~minor~~ student ~~age~~ 14-17 **years of age**. The district also may issue a permit to any ~~minor age~~ **student** 12-17 **years of age** to be employed during a regular school holiday, during a regular or specified occasional public school vacation, and when the student is exempt from compulsory school attendance pursuant to Education Code 48231 because ~~he/she~~ **the student** arrived from another state within 10 days before the end of the school term ~~pursuant to Education Code 48231~~. (Education Code 49111, 49113, 49160)

(cf. 6178.1 - Work-Based Learning)

If a ~~minor~~ **student** has obtained an offer of employment in the entertainment industry, ~~he/she~~ **the student** shall request a work permit from the California Department of Industrial Relations, Division of Labor Standards Enforcement, pursuant to Labor Code 1308.5 and 8 CCR 11752-11753.

A work permit shall not be required for a student who is not receiving pay or financial reimbursement for services rendered in volunteer services or educational purposes, is

WORK PERMITS (continued)

not in an employer-employee relationship in accordance with the Fair Labor Standards Act, is serving as an unpaid trainee or volunteer or in an in-school placement, and has submitted written parent/guardian permission. (5 CCR 10121)

Note: The following paragraph reflects exemptions cited in **Education Code 49112 and 49141, Labor Code 1394, and** ~~California Department of Education's (CDE) Work Permit Handbook for California Schools and~~ the Department of Industrial Relations' (DIR) Child Labor Laws.

In addition, a ~~A~~ student shall not be required to obtain a work permit if ~~he/she~~ **the student** is self-employed; is working at odd jobs such as yard work and babysitting in private homes where ~~he/she~~ **the student** is not regularly employed; is a self-employed news carrier delivering newspapers to consumers on a regular route; is employed ~~by his/her parent/guardian~~ in **agricultural, horticultural, viticultural, or** domestic labor **during non-school hours when the work is performed for or under the control of the parent/guardian and is performed upon** ~~on~~ or in connection with premises the parent/guardian owns, operates, or controls; or is otherwise exempted by law.

Persons Authorized to Issue Work Permits

Note: Education Code 49110 specifies persons authorized to issue work permits in the district, including the Superintendent, a designated employee holding a services credential with a specialization in pupil personnel services, a certificated work experience education teacher or coordinator, and~~, as amended by AB 66 (Ch. 214, Statutes of 2009),~~ a principal or other school administrator designated by the principal. Pursuant to Education Code 49110, if the district does not employ or contract with a person holding a services credential with a specialization in pupil personnel services or a certificated work experience education teacher or coordinator, the Superintendent may provide written authorization for a person without such qualifications to **temporarily** issue work permits when the Superintendent is absent from the district. Education Code 49110 also authorizes a charter school chief executive officer or designee, the County Superintendent of Schools or designee, or private school principal or designee to issue a work permit.

Items #1-3 below may be revised to specify the position(s) of the employee(s) responsible for issuing work permits in the district.

The following individuals are authorized to issue a work permit to a ~~minor~~ student in the district: (Education Code 49110)

1. The Superintendent

2. An employee holding a services credential with a specialization in pupil personnel services or a certificated work experience education teacher or coordinator, when authorized by the Superintendent in writing

3. A principal, or another school administrator designated by the principal, provided that ~~he/she~~ **the principal or designee**:

a. Provides a self-certification that ~~he/she~~ **the principal or designee** understands the requirements of law for issuing a work permit

b. Does not issue a work permit to ~~his/her~~ **the principal's or designee's** own child

If the person designated to issue work permits is not available and delay in issuing a permit would jeopardize a student's ability to secure work, the Superintendent may **temporarily** authorize another person to issue the permit. (Education Code 49110)

~~Approval Process~~ Application

The student's parent/guardian, foster parent, caregiver with whom the student resides, or residential shelter services provider shall file a written request for a work permit. (Education Code 49110)

Note: The request for a permit must be submitted to the district on a form approved by CDE pursuant to Education Code **49117 and** 49162-49163 (CDE Form B1-1, "Statement of Intent to Employ a Minor and Request for Work Permit **- Certificate of Age**").

The request for a work permit shall be submitted to the Superintendent or designee on a form approved by the California Department of Education (CDE). ~~The Superintendent or designee shall have discretion to determine whether or not to issue the work permit.~~

If the student is applying for a full-time work permit, the student and the student's parent/guardian shall generally be required to appear before, and submit the application to, the Superintendent or designee. (Education Code 49132)

Note: Education Code 49200, as added by AB 908 (Ch. 64, Statutes of 2020), and Education Code 49132, as amended by AB 908, establish the following flexibility in the application process in the event of an extended physical closure of the campus due to a natural disaster, pandemic, or other emergency.

In the event of an extended physical closure of the campus due to a natural disaster, pandemic, or other emergency, the required documentation, including signatures, may be collected electronically. In addition, if the application is for a full-time work permit, the student and parent/guardian shall not be required to appear in person before the Superintendent or designee if the completed application has been successfully submitted electronically and the student and parent/guardian have attended a video conference with the person issuing the work permit. (Education Code 49132, 49200)

WORK PERMITS (continued)

Approval Process

The Superintendent or designee shall have discretion to determine whether or not to issue the work permit.

Note: The following **optional** paragraph should be revised to reflect any criteria established by the Governing Board for the issuance of work permits; see the accompanying Board policy.

In determining whether to approve a work permit, the Superintendent or designee shall verify the student's date of birth, the type of work permit to be issued, and whether the student meets any other criteria established by the Governing Board. The Superintendent or designee may inspect the student's records and/or may confer with at least one of the student's teachers for evidence of satisfactory grades and school attendance and to determine whether the student possesses the motivation and maturity to maintain academic progress while working.

(cf. 5121 - Grades/Evaluation of Student Achievement)

Note: Although districts generally have the authority to impose additional requirements on the issuance of work permits, Education Code 49200, as added by AB 908, prohibits consideration of grades, grade point average, or school attendance in the event of an extended physical closure of the campus due to a natural disaster, pandemic, or other emergency.

However, a work permit shall not be denied based on a student's grades, grade point average, or school attendance under either of the following circumstances: (Education Code 49120, 49200)

1. The student's school has been physically closed for an extended time due to a natural disaster, pandemic, or other emergency.

2. The student is applying for a work permit in order to participate in a government-administered employment and training program that will occur during the regular summer recess or vacation of the student's school.

~~Minors~~ **Students** shall not be approved to work in environments declared hazardous or dangerous for young workers or otherwise prohibited by child labor laws. (Labor Code 1290-1298; 29 CFR 570.33, 570.50-570.72)

Note: State and federal regulations pertaining to work hours are summarized ~~on the reverse side of the CDE's "Statement of Intent to Employ Minor and Request for Work Permit" and~~ in ~~the~~ DIR's Child Labor Laws. The following paragraph reflects legal requirements establishing maximum work hours for minors, but may be revised to reflect any more restrictive work hours established by Board policy.

~~AB 66 (Ch. 214, Statutes of 2009) amended Education Code 49110 to clarify that the hour limitations that apply to a work permit issued by the district must be based on the school calendar of the school that the student attends.~~

WORK PERMITS (continued)

The Superintendent or designee shall ensure that the requested work hours do not exceed the maximum work hours specified in law based on the student's age and whether the employment will occur while school is in session and/or not in session. (Education Code 49111, 49112, 49116; Labor Code 1391-1391.1; 29 CFR 570.35)

Note: Pursuant to Education Code 49130-49131, the district may issue a work permit authorizing full-time employment while school is in session to a student age 14-17. However, for students age 14-15, Education Code 49130 specifies ~~narrow circumstances under which the student may be issued a permit for full-time employment~~ **that the student must have completed elementary school, the permit must expire at the end of the current school year, and either (1) the student's earnings are needed due to a parent/guardian's death or incapacity to work by reason of illness or injury, (2) the earnings are needed due to the student's inability to reside with the family, or (3) a student who is in foster care has written authorization from a social worker, probation officer, or child protective services worker acting as an officer of the court for the purpose of furthering the goal of emancipation.**

Full-time employment may be authorized for students ~~age~~ 14-17 **years of age** ~~only~~ in accordance with Education Code 49130-49135.

(cf. 6184 - Continuation Education)

Note: **Pursuant to Education Code 49117, work permits must be issued on forms prepared and provided by the Superintendent of Public Instruction (SPI), or on forms produced by the district when authorized by the SPI.** ~~The district is~~

~~responsible for printing the permits required for the employment of minors, which must contain the information provided on the~~ CDE's "Permit to Employ and Work" (CDE Form B1-4) **is available on its web site**.

All work permits shall be issued ~~in a format approved and authorized~~ **on forms provided** by ~~the~~ **or authorized by** CDE. (Education Code 49117)

Note: The following two paragraphs reflect information provided in ~~the CDE's Work Permit Handbook for California Schools~~ **DIR's Child Labor Laws.**

Each permit shall authorize work for a specific employer. Whenever a student changes employers, ~~he/she~~ **the student** shall request a new permit.

The student may be issued more than one work permit if ~~he/she~~ **the student** works concurrently for more than one employer, provided that the total number of hours worked does not exceed the total number of hours allowed by law and the district.

Note: The following **optional** paragraph is for use by districts that allow principals or their designees to issue work permits; see item #3 in the section "Persons Authorized to Issue Work Permits" above. ~~As amended by AB 66 (Ch. 214, Statutes of 2009), Education Code 49110 establishes the following requirement for principals or designees authorized to issue work permits.~~

WORK PERMITS (continued)

Whenever a work permit is issued by a principal or other designated school administrator, the principal or designee shall submit to the Superintendent a copy of each work permit ~~he/she~~ issue**sd**, along with a copy of the application. (Education Code 49110)

The Superintendent or designee shall periodically inspect the grades and attendance records of students granted work permits to ensure maintenance of academic progress and any additional criteria established in Board policy.

Expiration of Work Permits

Work permits issued during the school year shall expire five days after the opening of the next succeeding school year. (Education Code 49118)

Note: The following **optional** paragraph may be revised to reflect district practice, including establishing a time period for submitting a renewal request before the permit expires.

Before the work permit expires, a student may apply for a renewed work permit in accordance with the procedures specified in the section "Approval Process" above.

Revocation of Work Permits

The Superintendent or designee shall revoke a student's work permit whenever ~~he/she~~ **the Superintendent or designee** determines that **the** employment is ~~interfering with the student's education~~ **impairing the health or education of the student**, ~~that~~ any provision or condition of the permit is being violated, ~~or that~~ the student is

performing work in violation of law**, or any condition for the issuance of the permit no longer exists or never existed**. (Education Code 49116, 49164**; Labor Code 1300**)

~~Note: Education Code 49110, as amended by AB 66 (Ch. 214, Statutes of 2009), provides that the Superintendent may revoke a work permit issued by a principal or designee under the circumstances described below.~~

The Superintendent may revoke a work permit issued by a principal of a public or private school located within the district if the Superintendent becomes aware of any grounds upon which the student may be deemed ineligible for a work permit under law. (Education Code 49110)

Retention of Records

Note: ~~According to the CDE, a~~ **A** work permit is ~~a "continuing record" which shall not be destroyed until the fourth year after it has been~~ classified as Class 3 - Disposable Record pursuant to 5 CCR 16026 **and thus should not be destroyed until four years after it was issued**. See AR 3580 - District Records for further information about the classification and disposal of records.

The Superintendent or designee shall retain a copy of the work permit application and the work permit until the end of the fourth year after the work permit was issued. (5 CCR 16026)

(cf. 3580 - District Records)
(cf. 5125 - Student Records)

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ATTENDANCE SUPERVISION

Note: The following **optional** administrative regulation is for use by districts that appoint their own attendance supervisor and may be revised to reflect district practice. Pursuant to Education Code 48242 and 48243, the district may appoint an attendance supervisor or may jointly employ an attendance supervisor with one or more other districts. Alternatively, pursuant to Education Code 48244, the district may contract with the County Superintendent of Schools for the supervision of attendance of district students. ~~AB 2815 (Ch. 829, Statutes of 2016) amended Education Code 48244 to delete the requirement that the County Board of Education approve the district's contract with the County Superintendent.~~

The Superintendent or designee shall appoint an attendance supervisor and any assistant attendance supervisor(s) as may be necessary to supervise the attendance of district students. (Education Code 48240**, 48242**)

Note: ~~Pursuant to~~ Education Code **48241 and** 48245~~, the following paragraph is applicable to any district with an average daily attendance of 1,000 of more, according to the annual school report of the last preceding school year.~~ **require an attendance supervisor to be certificated for the work by the County Board of Education. However, it is not clear that all county boards currently provide this function. The following paragraph may be revised to reflect local practice.**

~~The Superintendent or designee shall ensure that a~~**A**ny person appointed as an attendance supervisor ~~has been~~ **shall be appropriately** certificated ~~for~~ **to perform** the work ~~by the County Board of Education~~. (Education Code 48241, 48245)

~~Such~~ **Attendance** supervisors shall perform duties related to compulsory full-time education, truancy, compulsory continuation education, work permits, and any additional duties prescribed by the Superintendent or designee. (Education Code 48240)

(cf. 5112.1 - Exemptions from Attendance)
(cf. 5113 - Absences and Excuses)
(cf. 5113.1 - Chronic Absence and Truancy)
(cf. 5113.2 - Work Permits)
(cf. 6184 - Continuation Education)

Note: Items #1-5 below may be revised to reflect district practice. Education Code 48240~~, as amended by AB 2815 (Ch. 829, Statutes of 2016),~~ states the Legislature's intent that attendance supervisors fulfill the following duties.

The attendance supervisor shall promote a culture of attendance and establish a system to accurately track student attendance in order to achieve all of the following: ~~(Education Code 48240)~~

ATTENDANCE SUPERVISION (continued)

1. Raise the awareness of school personnel, parents/guardians, caregivers, community partners, and local businesses of the effects of chronic absenteeism and truancy and other challenges associated with poor attendance

2. Identify and respond to grade level or student subgroup patterns of chronic absenteeism or truancy

(cf. 5146 - Married/Pregnant/Parenting Students)
(cf. 6173 - Education for Homeless Children)
(cf. 6173.1 - Education for Foster Youth)
(cf. 6173.2 - Education of Children of Military Families)
(cf. 6175 - Migrant Education Program)

3. Identify and address factors contributing to chronic absenteeism and habitual truancy, including suspension and expulsion

(cf. 5144.1 - Suspension and Expulsion/Due Process)
(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))

4. Ensure that students with attendance problems are identified as early as possible to provide applicable support services and interventions

5. Evaluate the effectiveness of strategies implemented to reduce chronic absenteeism rates and truancy rates

(cf. 0500 - Accountability)

The attendance supervisor may provide support services and interventions, including, but not limited to, the following: (Education Code 48240)

1. A conference between school personnel, the student's parent/guardian, and the student

2. Promotion of cocurricular and extracurricular activities that increase student connectedness to school, such as tutoring, mentoring, the arts, service learning, or athletics

(cf. 6142.4 - Service Learning/Community Service Classes)
(cf. 6142.6 - Visual and Performing Arts)
(cf. 6145 - Extracurricular and Cocurricular Activities)
(cf. 6145.2 - Athletic Competition)

3. Recognition of students who achieve excellent attendance or demonstrate significant improvement in attendance

(cf. 5126 - Awards for Achievement)

ATTENDANCE SUPERVISION (continued)

4. Referral of the student to a school nurse, school counselor, school psychologist, school social worker, and other student support personnel for case management and counseling

(cf. 5141.6 - School Health Services)
(cf. 6164.2 - Guidance/Counseling Services)

5. Collaboration with child welfare services, law enforcement, courts, public health care agencies, government agencies, or medical, mental health, and oral health care providers to receive necessary services

(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)

6. Collaboration with school study teams, guidance teams, school attendance review teams, or other intervention-related teams to assess the attendance or behavior problem in partnership with the student and ~~his/her~~ **the student's** parents/guardians or caregivers

(cf. 6164.5 - Student Success Teams)

7. In schools with significantly higher rates of chronic absenteeism, identification of barriers to attendance that may require schoolwide strategies rather than case management

8. Referral of the student for a comprehensive psychosocial or psychoeducational assessment, including for purposes of creating an individualized education program for a student with disabilities or creating a plan pursuant to Section 504 of the federal Rehabilitation Act of 1973

(cf. 6159 - Individualized Education Program)
(cf. 6164.6 - Identification and Education Under Section 504)

9. Referral of the student to a school attendance review board **(SARB)** established pursuant to Education Code 48321 or to the probation department pursuant to Education Code 48263

(cf. 5113.12 - District School Attendance Review Board)

10. Referral of the student to a truancy mediation program operated by the county's district attorney or probation officer pursuant to Education Code 48260.6

Note: Pursuant to Education Code 48290, the Governing Board is required to investigate any complaint that a parent/guardian has violated compulsory education laws. The following paragraph delegates this responsibility to the attendance supervisor and may be revised to reflect district

practice. Pursuant to Education Code 48292, it is the responsibility of the attendance supervisor to file a criminal complaint against a parent/guardian who continually and willfully fails to respond to school attendance review board directives or services.

Upon receiving any complaint that a parent/guardian or other person having control or charge of a student has violated Education Code 48200-48341, the state compulsory education laws, the attendance supervisor shall investigate the matter and, if a violation is found, shall recommend referral to a SARB. If the district is subsequently notified by the SARB that the parent/guardian continually and willfully has failed to respond to directives of the SARB or the services provided, the attendance supervisor shall refer the matter for possible prosecution in court in accordance with Education Code 48291-48292 as applicable. (Education Code 48290-48292)

Note: Pursuant to Education Code 48273, the Board is required to assign appropriate officers and employees to provide the County Superintendent with a report of SARB referrals and requests for petitions to the juvenile court; see AR 5113.1 - Chronic Absence and Truancy. The following paragraph is for use by districts that have delegated this responsibility to the attendance supervisor.

The attendance supervisor shall gather and transmit to the County Superintendent of Schools the number and types of referrals made to the SARB and of requests for petitions made to the juvenile court. (Education Code 48273)

Note: The following **optional** paragraph may be revised to reflect district practice. Among the primary roles of the attendance supervisor are the accurate tracking of student attendance and monitoring of chronic absence in order to identify students at risk. Pursuant to Education Code 52060, districts are required to include rates of school attendance, chronic absence, dropout, and graduation, as applicable, in their local control and accountability plan (see BP/AR 0460 - Local Control and Accountability Plan), and chronic absence is one of the state accountability indicators in the California School Dashboard (see BP 0500 - Accountability).

The attendance supervisor shall annually report student attendance data to the Superintendent or designee and the Governing Board. Such data shall include, by school, grade level, and each numerically significant student subgroup as defined in Education Code 52052, rates of school attendance, chronic absence in which students are absent on 10 percent of more of the school days in the school year, and dropout.

(cf. 5147 - Dropout Prevention)

Legal References: (see next page)

ATTENDANCE SUPERVISION (continued)

Legal Reference:

EDUCATION CODE
1740 Employment of personnel to supervise attendance (county superintendent)
37223 Weekend classes
46000 Records (attendance)
46010-46014 Absences
46110-46119 Attendance in kindergarten and elementary schools
46140-46147 Attendance in junior high and high schools
48200-48208 Children ages 6-18 (compulsory full-time attendance)
48240-48246 Supervisors of attendance
48260-48273 Truants
48290-48297 Failure to comply; complaints against parents
48320-48325 School attendance review boards
48340-48341 Improvement of student attendance
48400-48403 Compulsory continuation education
52052 Accountability; numerically significant student subgroups
52060-52077 Local control and accountability plan
60901 Chronic absence
PENAL CODE
270.1 Chronic truancy; parent/guardian misdemeanor

WELFARE AND INSTITUTIONS CODE
601-601.4 Habitually truant minors
11253.5 Compulsory school attendance
CODE OF REGULATIONS, TITLE 5
306 Explanation of absence
420-421 Record of verification of absence due to illness and other causes

Management Resources:
CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS
School Attendance Review Board Handbook, 2015
School Attendance Improvement Handbook, 2000
WEB SITES
CSBA: http://www.csba.org
Attendance Works: http://www.attendanceworks.org
California Association of Supervisors of Child Welfare and Attendance: http://www.cascwa.org
California Department of Education: http://www.cde.ca.gov

(10/17) 10/20

Policy Reference UPDATE Service
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Board Policy Manual
San Ysidro School District

Regulation 5113.11: Attendance Supervision

Status: ADOPTED

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

The Superintendent or designee shall ensure that any person appointed as an attendance supervisor has been certificated for the work by the County Board of Education. (Education Code 48241, 48245)

Such supervisors shall perform duties related to compulsory full-time education, truancy, compulsory continuation education, work permits, and any additional duties prescribed by the Superintendent or designee. (Education Code 48240)

The attendance supervisor shall promote a culture of attendance and establish a system to accurately track student attendance in order to achieve all of the following: (Education Code 48240)

1. Raise the awareness of school personnel, parents/guardians, caregivers, community partners, and local businesses of the effects of chronic absenteeism and truancy and other challenges associated with poor attendance
2. Identify and respond to grade level or student subgroup patterns of chronic absenteeism or truancy
3. Identify and address factors contributing to chronic absenteeism and habitual truancy, including suspension and expulsion
4. Ensure that students with attendance problems are identified as early as possible to provide applicable support services and interventions
5. Evaluate the effectiveness of strategies implemented to reduce chronic absenteeism rates and truancy rates

The attendance supervisor may provide support services and interventions, including, but not limited to, the following: (Education Code 48240)

1. A conference between school personnel, the student's parent/guardian, and the student
2. Promotion of cocurricular and extracurricular activities that increase student connectedness to school, such as tutoring, mentoring, the arts, service learning, or athletics
3. Recognition of students who achieve excellent attendance or demonstrate significant improvement in attendance
4. Referral of the student to a school nurse, school counselor, school psychologist, school social worker, and other student support personnel for case management and counseling
5. Collaboration with child welfare services, law enforcement, courts, public health care agencies, government agencies, or medical, mental health, and oral health care providers to receive necessary services
6. Collaboration with school study teams, guidance teams, school attendance review teams, or other intervention-related teams to assess the attendance or behavior problem in partnership with the student and his/her parents/guardians or caregivers
7. In schools with significantly higher rates of chronic absenteeism, identification of barriers to attendance that may require schoolwide strategies rather than case management
8. Referral of the student for a comprehensive psychosocial or psychoeducational assessment, including for purposes of creating an individualized education program for a student with disabilities or creating a plan pursuant to Section 504 of the federal Rehabilitation Act of 1973
9. Referral of the student to a school attendance review board established pursuant to Education Code 48321 or to the probation department pursuant to Education Code 48263
10. Referral of the student to a truancy mediation program operated by the county's district attorney or probation officer pursuant to Education Code 48260.6

The attendance supervisor shall annually report student attendance data to the Superintendent or designee and the Board of Education. Such data shall include, by school, grade level, and each numerically significant student subgroup as defined in Education Code 52052, rates of school attendance, chronic absence in which students are absent on 10 percent of more of the school days in the school year, and dropout.

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

State References	Description
5 CCR 306	Explanation of absence
5 CCR 420-421	Record of verification of absence due to illness and other causes
Ed. Code 1740	Employment of personnel to supervise attendance (county superintendent)
Ed. Code 37223	Weekend classes
Ed. Code 46000	Records (attendance)
Ed. Code 46010-46014	Absences
Ed. Code 46110-46119	Attendance in kindergarten and elementary schools
Ed. Code 46140-46147	Attendance in junior high and high schools
Ed. Code 48200-48208	Children ages 6-18 (compulsory full-time attendance)
Ed. Code 48240-48246	Supervisors of attendance
Ed. Code 48260-48273	Truants
Ed. Code 48290-48297	Failure to comply; complaints against parents
Ed. Code 48320-48325	School attendance review boards
Ed. Code 48340-48341	Improvement of student attendance
Ed. Code 48400-48403	Compulsory continuation education
Ed. Code 52052	Accountability; numerically significant student subgroups
Ed. Code 52060-52077	Local control and accountability plan
Ed. Code 60901	Chronic absence
Pen. Code 270.1	Chronic truancy; parent/guardian misdemeanor
W&I Code 11253.5	Compulsory school attendance
W&I Code 601-601.4	Habitually truant minors

Management Resources References	Description
California Department of Education Publication	School Attendance Review Board Handbook, 2015
California Department of Education Publication	School Attendance Improvement Handbook, 2000
Website	Attendance Works
Website	California Association of Supervisors of Child Welfare and Attendance
Website	CSBA
Website	California Department of Education

Cross References	Description
0470	COVID-19 Mitigation Plan
5112.1	Exemptions From Attendance
5112.1	Exemptions From Attendance
5113	Absences And Excuses

5113	Absences And Excuses
5113.1	Chronic Absence And Truancy
5113.1	Chronic Absence And Truancy
5113.12	District School Attendance Review Board
5113.12	District School Attendance Review Board
5126	Awards For Achievement
5126	Awards For Achievement
5131	Conduct
5141.6	School Health Services
5141.6	School Health Services
5144.1	Suspension And Expulsion/Due Process
5144.1	Suspension And Expulsion/Due Process
5144.2	Suspension And Expulsion/Due Process (Students With Disabilities)
5147	Dropout Prevention
6183	Home And Hospital Instruction

CSBA Sample
Board Policy

REVISED

Students BP 5126(a)

AWARDS FOR ACHIEVEMENT

The Governing Board encourages excellence as a goal for all students and wishes to publicly recognize students for exemplary achievement in academic, ~~athletic,~~ **artistic,** extracurricular, athletic, **and** ~~or~~ community service activities.

(cf. 5121 - Grades/Evaluation of Student Achievement)
(cf. 5127 - Graduation Ceremonies and Activities)
(cf. 6142.4 - Service Learning/Community Service Classes)

District/School Awards

Note: Education Code 44015 authorizes the Governing Board to give district-level awards to students for "excellence" and mandates that the district adopt rules and regulations implementing any such awards program. See the accompanying administrative regulation for language implementing this mandate.

Pursuant to Education Code 44015, when such an awards program is established in a district, the Board must budget funds for this purpose, but may authorize awards from funds under its control whether or not budgeted funds have been provided or the budgeted funds are exhausted.

Student awards may include verbal recognition, a letter, a certificate, a Board resolution, public ceremony, trophy, gift, plaque, or ~~cash~~ **monetary** gift.

The Superintendent or designee shall develop criteria for the selection of student award recipients.

Golden State Seal Merit Diploma

Note: The following **optional** section is for use by districts that maintain high schools. Education Code 51450-51455 establish the Golden State Seal Merit Diploma which may be awarded by the Superintendent of Public Instruction (SPI) and the State Board of Education to students identified as demonstrating mastery of the high school core curriculum. See the accompanying administrative regulation for eligibility criteria.

At graduation from high school, ~~special recognition shall be awarded to those~~ students whose academic achievements in core curriculum areas have been outstanding **shall receive special recognition**.

The Superintendent or designee shall identify **graduating** high school students who have demonstrated mastery of the high school curriculum qualifying them for the Golden State Seal Merit Diploma. (Education Code 51454)

(cf. 6162.51 - State Academic Achievement Tests)

State Seal of Biliteracy ~~Award~~

Note: The following **optional** ~~paragraph~~ **section** is for use by districts maintaining one or more high schools. Education Code 51460-51464 establish the State Seal of Biliteracy, a voluntary program which recognizes high school graduates who have attained a high level of proficiency in one or more languages in addition to English. The SPI will provide an insignia that can be affixed to the diploma or transcript of eligible students. See the accompanying administrative regulation for eligibility criteria for the award. Districts that choose to adopt their own criteria and present a district-level biliteracy award may revise the following paragraph accordingly.

The district shall present the State Seal of Biliteracy to each graduating high school student who has attained a high level of proficiency in speaking, reading, and writing in one or more languages in addition to English. (Education Code 51460-51464)

(cf. 6142.2 - World~~/Foreign~~ Language Instruction)
(cf. 6174 - Education for English Learners)

Note: The following **optional** paragraph is for use by districts that choose to present biliteracy awards at other grade levels, and should be revised to reflect district practice. Californians Together, a statewide coalition working to enhance the success of English learners, recommends issuing local "pathway awards" recognizing benchmarks toward biliteracy at preschool, grade 3, end of elementary school, ~~and~~ end of middle school**, and when a student who is an English learner is reclassified as fluent English proficient**.

In order to affirm the value of bilingualism and encourage students' enrollment in world language programs, the Superintendent or designee may present awards at appropriate grade levels to recognize the pursuit and/or attainment of grade-level proficiency in one or more languages in addition to English. **The Superintendent or designee may also present awards to English learners who are reclassified as fluent English proficient to recognize proficiency in both English and the student's native language.**

State Seal of Civic Engagement

Note: The following optional section is for use by districts that recognize students who have demonstrated excellence in civics education and participation and an understanding of the U.S. Constitution, the California Constitution, and the democratic system of government. Education Code 51470-51474 establish the State Seal of Civic Engagement, a voluntary program which encourages and creates pathways for students in elementary and secondary schools to become civically engaged in democratic governmental institutions at the local, state, and national levels.

The SPI will provide an insignia that can be affixed to the diploma or transcript of eligible students. See the accompanying administrative regulation for eligibility criteria for the award.

The Superintendent or designee shall present the State Seal of Civic Engagement to each student who demonstrates excellence in civics education and participation and has demonstrated an understanding of the U.S. Constitution, the California Constitution, and the democratic system of government. (Education Code 51470-51474)

Note: The following paragraph reflects information on the California Department of Education's web site emphasizing that the criteria are written to ensure that no student is excluded from the opportunity to earn the State Seal of Civic Engagement based on academic ability, alternative school settings, or unique or unconventional expressions of civic engagement.

All district students shall be afforded the opportunity to earn the State Seal of Civic Engagement, regardless of their background, communities, or experiences. No student shall be denied such opportunity based on academic ability, alternative school setting, or unique or unconventional expression of civic engagement.

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 0415 - Equity)
(cf. 6157 - Distance Learning)
(cf. 6158 - Independent Study)
(cf. 6159 - Individualized Education Program)
(cf. 6172 - Gifted and Talented Student Program)
(cf. 6181 - Alternative Schools/Programs of Choice)
(cf. 6183 - Home and Hospital Instruction)
(cf. 6184 - Continuation Education)

Scholarship and Loan Fund

Note: The following section is for use by districts that choose to establish and maintain a scholarship and loan fund pursuant to Education Code 35310-35319. If the district chooses to establish such a fund, it should revise the following paragraph to reflect only those purposes for which it wishes to make funds available.

The Board shall establish and maintain a scholarship and loan fund which **shall** ~~may~~ be used to provide interest-free loans for educational advancement, scholarship, **and**/or grants-in-aid to bona fide organizations, students, or graduates of district schools. (Education Code 35310, 35315)

(cf. 1260 - Educational Foundation)
(cf. 3290 - Gifts, Grants and Bequests)

Note: If the district establishes a committee to administer the scholarship and loan fund, or if the number of Board members who serve on the committee constitutes a majority of the Board, the committee is required to comply with open meeting laws pursuant to Government Code 54950-54963 (the Brown Act). See AR 1220 - Citizen Advisory Committees and BB 9130 - Board Committees.

The district's scholarship and loan fund shall be administered by a district committee composed of Board members, the Superintendent, and such other community, staff, administrative, and/or student representatives as determined by the Board. (Education Code 35310)

AWARDS FOR ACHIEVEMENT (continued)

Note: If the district chooses to establish and maintain a scholarship and loan fund, it is **mandated** pursuant to Education Code 35310 to develop rules and regulations specifying the term of office and method of selection **of the community, faculty, administrative, and student representative members** of the committee appointed to administer the fund. The following paragraph may be revised to reflect district practice.

The Board shall select its own representatives to the committee. Staff, community, and/or student representatives shall be selected by the Superintendent. Members of this committee shall serve two-year terms.

(cf. 1220 - Citizen Advisory Committees)
(cf. 9140 - Board Representatives)

The committee may accept gifts, donations, and bequests made for the purposes of the fund and may prescribe conditions or restrictions on these gifts and bequests. If the donor imposes any conditions, the committee shall review the conditions and make a recommendation to the Board as to the compatibility of such conditions with the intent and purpose of the fund. The Board may prohibit the committee from accepting any donation under conditions it finds incompatible with the fund's intents and purposes. (Education Code 35313)

The Superintendent or designee shall report to the Board at least annually regarding the status and activity of the fund. (Education Code 35319)

Legal Reference: (see next page)

AWARDS FOR ACHIEVEMENT (continued)

Legal Reference:

EDUCATION CODE
220 Nondiscrimination
35160 Authority of governing boards
35310-35319 Scholarship and loan funds
44015 Awards to employees and students
51243-51245 Credit for private school foreign language instruction
51450-51455 Golden State Seal Merit Diploma
51460-51464 State Seal of Biliteracy
51470-51474 State Seal of Civic Engagement
52164.1 Assessment of English language skills of English learners
GOVERNMENT CODE
54950-54963 Brown Act open meeting laws
CODE OF REGULATIONS, TITLE 5
876 Golden State Seal Merit Diploma
1632 Credit for private school foreign language instruction

11517.60-11519.56 ***English Language Proficiency Assessments for California*** ~~*Assessment of English language development*~~

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS
SSCE Implementation Guidance
WEB SITES
CSBA: http://www csba.org
California Department of Education: http://www.cde.ca.gov
Californians Together: http://www.californianstogether.org

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Board Policy Manual
San Ysidro School District

Policy 5126: Awards For Achievement

Status: ADOPTED

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

The Board of Education encourages excellence as a goal for all students and wishes to publicly recognize students for exemplary achievement in academic, athletic, extracurricular, or community service activities.

District/School Awards

Student awards may include verbal recognition, a letter, a certificate, a Board resolution, public ceremony, trophy, gift, plaque, or cash gift.

The Superintendent or designee shall develop criteria for the selection of student award recipients.

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

State References	Description
5 CCR 11517.60-11519.56	English Language Proficiency Assessments for California
5 CCR 1632	Alternative credits toward graduation for foreign language instruction in private school
5 CCR 876	Golden State Seal Merit Diploma
Ed. Code 220	Prohibition of discrimination
Ed. Code 35160	Authority of governing boards
Ed. Code 35310-35319	Scholarship and loan funds
Ed. Code 44015	Awards to employees and students
Ed. Code 51243-51245	Credit for private school foreign language instruction
Ed. Code 51450-51455	Golden State Seal Merit Diploma
Ed. Code 51460-51464	State Seal of Biliteracy
Ed. Code 51470-51474	State Seal of Civic Engagement
Ed. Code 52164.1	Assessment of English language skills of English learners
Gov. Code 54950-54963	The Ralph M. Brown Act

Management Resources References	Description
Website	Californians Together
Website	CSBA
Website	California Department of Education

Cross References	Description
0410	Nondiscrimination In District Programs And Activities
0415	Equity
1150	Commendations And Awards
4156.2	Awards And Recognition
4256.2	Awards And Recognition
4356.2	Awards And Recognition
5022	Student And Family Privacy Rights

5022	Student And Family Privacy Rights
5113.1	Chronic Absence And Truancy
5113.1	Chronic Absence And Truancy
5113.11	Attendance Supervision
5113.12	District School Attendance Review Board
5113.12	District School Attendance Review Board
5121	Grades/Evaluation Of Student Achievement
5121	Grades/Evaluation Of Student Achievement
5125	Student Records
5125	Student Records
5127	Graduation Ceremonies And Activities
5137	Positive School Climate
6142.2	World Language Instruction
6142.2	World Language Instruction
6157	Distance Learning
6158	Independent Study
6158	Independent Study
6159	Individualized Education Program
6159	Individualized Education Program
6172	Gifted And Talented Student Program
6172	Gifted And Talented Student Program
6174	Education For English Learners
6174	Education For English Learners
6183	Home And Hospital Instruction

CSBA Sample
Administrative Regulation

REVISED

Students AR 5126(a)

AWARDS FOR ACHIEVEMENT

District/School Awards

Note: Education Code 44015 authorizes the Governing Board to give district-level awards to students for "excellence." Before any awards are given under the authority of this law, the district is **mandated** to adopt rules and regulations implementing the awards program. The Board may delegate the authority to establish criteria for these awards to the Superintendent or designee; see the accompanying Board policy. The following section should be revised to reflect any such rules and regulations adopted by the district.

The Superintendent or designee may appoint an awards committee at each school which may consist of school administrators, **staff members** ~~teachers~~, parents/guardians, community members, and student representatives. The committee shall submit recommendations for student awards to the Superintendent or designee for approval.

(cf. 1220 - Citizen Advisory Committees)

Individual awards in excess of $200 must be expressly approved by the Governing Board. (Education Code 44015)

Golden State Seal Merit Diploma

Note: The following **optional** section is for use by districts that maintain high schools. Education Code 51450-51455 require the State Board of Education (SBE) to determine the means~~,~~ **and the** performance standards~~, and~~ **or** achievement levels that demonstrate mastery of the curriculum for the purpose of awarding the Golden State Seal Merit Diploma. ~~In November 2014, the SBE adopted new eligibility criteria for students graduating in 2015 to reflect changes in the state assessment system and established a workgroup to develop a plan for students graduating in 2016 and beyond.~~ Eligibility criteria are published on the California Department of Education (CDE) web site **and described below**.

To be eligible to receive the Golden State Seal Merit Diploma upon graduation from high school, a student shall complete all requirements for a high school diploma and **shall** demonstrate~~, in accordance with the means adopted by the State Board of Education,~~ mastery of the curriculum in mathematics, English language arts, science, ~~United States~~ **U.S.** history, and two other subject matter areas selected by the student **by meeting at least one of the following criteria for each subject:**~~:~~ (Education Code 51451, 51452; 5 CCR 876)

1. Mathematics and English language arts

a. A grade of at least B+ or the numerical equivalent in a single course each semester completed in grade 9, 10, or 11

b. An achievement level of "Standard Met" or above for the high school Smarter Balanced Summative Assessment

2. Science

a. A grade of at least B+ or the numerical equivalent in a single course each semester completed in grade 9, 10, or 11

b. An achievement level of "Standard Met" or above for the high school California Science Test taken in grade 10 or 11

3. U.S. history

a. A grade of at least B or the numerical equivalent in the required U.S. history course each semester

b. A qualifying score that demonstrates mastery of the subject as determined by the district for an exam produced by a private provider or the district

4. Two additional subject areas of the student's choosing

a. Any additional qualifying grade or score listed above, earned for the subject of English language arts, mathematics, science, or U.S. history not already used to meet eligibility

b. A grade of at least B or the numerical equivalent upon completion of high school courses in other subjects

c. A qualifying score that demonstrates mastery of other subjects, as determined by the district, for an exam produced by a private provider or the district

(cf. 6143 - Courses of Study)
(cf. 6146.1 - High School Graduation Requirements)
(cf. 6146.11 - Alternative Credits Toward Graduation)
(cf. 6162.51 - State Academic Achievement Tests)

The Superintendent or designee shall maintain appropriate records to identify students who ~~are eligible for the merit diploma~~ **have earned the Golden State Seal Merit Diploma** and shall affix an insignia to the **high school** diploma and transcript of each **such** student ~~awarded the merit diploma~~. (Education Code 51454)

(cf. 5125 - Student Records)

AWARDS FOR ACHIEVEMENT (continued)

Note: ~~The~~ CDE requires each district to annually submit one districtwide insignia request on a form provided by ~~the~~ CDE. ~~The~~ CDE's web site encourages districts to submit the request far enough in advance of the graduation ceremony date to allow sufficient time for processing by ~~the~~ CDE and for district staff to place the insignias on the diplomas. ~~The~~ CDE begins mailing requested insignias the first week of April.

The Superintendent or designee shall submit an insignia request form to the California Department of Education in sufficient time to allow **for** processing of the request prior to the high school graduation ceremony.

State Seal of Biliteracy ~~Award~~

Note: The following **optional** section is for use by districts that maintain high schools and choose to recognize graduating students' bilingual/multilingual proficiency with the State Seal of Biliteracy pursuant to Education Code 51460-51464; see the accompanying Board policy. Districts that choose to present ~~district-level~~ biliteracy awards to students at other grade levels may revise the following section to add eligibility criteria for those awards.

~~For students whose primary language is other than English, Education Code 51461 also requires attainment of the early advanced proficiency level on the state's English language proficiency assessment. The state expects to transition to the English Language Proficiency Assessments for California (ELPAC) in 2018.~~

Pursuant to Education Code 51461, as amended by SB 98 (Ch. 24, Statutes of 2020), the Superintendent of Public Instruction (SPI) may provide alternative criteria for students on track to graduate in 2020 or 2021 who did not receive a letter grade in English language arts or were not able to take the English Language Proficiency Assessments for California (ELPAC) or due to COVID-19. The SPI has determined that students who were unable to take the ELPAC may meet the requirement based on their prior ELPAC score and consultation with the student's teachers. In addition, the requirement to take the California Assessment of Student Performance and Progress is waived for students who were not able to take the exam, and students who completed all required English language arts courses through distance learning but did not receive a letter grade due to COVID-19 are eligible to earn the State Seal of Biliteracy if all other requirements are met. For further information, see CDE's State Seal of Biliteracy FAQs located on its web site.

To be eligible to receive the State Seal of Biliteracy upon graduation, a student shall demonstrate~~, in accordance with state criteria,~~ **a high level of** proficiency in English and at least one other language, which may include American Sign Language~~.~~**, by meeting all of the following state-established criteria:** ~~A student whose primary language is other than English shall also attain the required proficiency level on the state test of English language proficiency.~~ (Education Code 51461)

1. Completion of all English language arts requirements for graduation with an overall grade point average of at least 2.0 in those classes

2. Passage of the California Assessment of Student Performance and Progress for English language arts or any successor test administered in grade 11 at or above the "Standard Met" achievement level

AWARDS FOR ACHIEVEMENT (continued)

3. Proficiency in one or more languages other than English, demonstrated through one of the following methods:

a. Passage of a world language Advanced Placement (AP) exam with a score of 3 or higher or an International Baccalaureate (IB) exam with a score of 4 or higher

b. Successful completion of a four-year high school course of study in a world language, attaining an overall grade point average of at least 3.0 in that course of study, and oral proficiency in the language comparable to that required on an AP or IB exam

c. If no AP exam or off-the-shelf language test exists, passage of a district language exam that can be certified to meet the rigor of a four-year high school course of study in a given

language and, at a minimum, assesses speaking, reading, and writing in a language other than English at the proficient level or higher

d. If a language is not characterized by listening, speaking, or reading, or for which there is no written system, passage of an assessment on the modalities that characterize communication in that language at the proficient level or higher

e. Passage of the SAT II world language exam with a score of 600 or higher

(cf. 6141.4 - International Baccalaureate Program)
(cf. 6141.5 - Advanced Placement)
(cf. 6142.2 - World ~~Foreign~~ Language Instruction)
~~*(cf. 6174 - Education for English Learners)*~~

To be eligible to receive the State Seal of Biliteracy, a ~~A~~ student whose primary language is other than English shall also attain the **level which demonstrates English language** ~~required~~ proficiency ~~level~~ on the state**'s** ~~test of~~ English **L**~~l~~anguage **P**~~p~~roficiency **Assessments for California**. (Education Code 51461)

(cf. 6174 - Education for English Learners)

Note: ~~The~~ CDE requires each district to submit one districtwide insignia request on a form provided by ~~the~~ CDE. ~~The~~ CDE **recommends submitting the online form, which can be found on CDE's web site, four weeks prior to the graduation date to allow sufficient time for CDE to mail the insignias and for the district to affix the insignias to the diplomas. CDE will mail the insignias within two weeks of receiving the online request** ~~begins mailing requested insignias the first week of April~~.

AWARDS FOR ACHIEVEMENT (continued)

The Superintendent or designee shall maintain appropriate records to identify high school students who ~~qualify for the award~~ **have earned the State Seal of Biliteracy** and shall affix the insignia to the **high school** diploma or transcript of each **such** student ~~who earns the award~~. (Education Code 51463)

State Seal of Civic Engagement

Note: The following optional section is for use by districts that choose to present the State Seal of Civic Engagement to students who have demonstrated excellence in civics education and participation and an understanding of the U.S. Constitution, the California Constitution, and the democratic system of government pursuant to Education Code 51470-51474; see the accompanying Board policy. The following criteria, adopted by SBE in September 2020, are intended to provide districts with a framework for making determinations of student qualifications based on local contexts.

CDE's SSCE Implementation Guidance, available on its web site, offers ideas and considerations for districts in the implementation of the criteria.

To be eligible to receive the State Seal of Civic Engagement, a student shall meet district requirements for all of the following state-established criteria:

1. Be engaged in academic work in a productive way

2. Demonstrate a competent understanding of U.S. and California Constitutions, functions and governance of local governments, tribal government structures and organizations, the role of the citizen in a constitutional democracy, and democratic principles, concepts, and processes

3. Participate in one or more informed civic engagement project(s) that address real-world problems and require students to identify and inquire into civic needs or problems, consider varied responses, take action, and reflect on efforts

4. Demonstrate civic knowledge, skills, and dispositions through self-reflection

5. Exhibit character traits that reflect civic-mindedness and a commitment to positively impact the classroom, school, community and/or society

Note: CDE provides the insignias to be affixed to students' diplomas or transcripts indicating the award of the State Seal of Civic Engagement. When ordering the insignias, districts will self-certify that students earned the award based on locally created criteria.

The Superintendent or designee shall maintain appropriate records to identify students who have earned the State Seal of Civic Engagement and shall affix the insignia to the high school diploma or transcript of each such student. (Education Code 51473)

AWARDS FOR ACHIEVEMENT (continued)

Scholarship and Loan Fund

Note: The following section is for use by any district that has established a scholarship and loan fund pursuant to Education Code 35310-35319; see the accompanying Board policy. Districts that have not established such a program should delete this section.

The Superintendent shall serve as chief executive officer of the scholarship and loan fund and as chairperson of the district committee established to administer the fund. The committee shall meet at least once each fiscal year and at other such times as it may be called into session by the Superintendent. (Education Code 35311, 35312)

Scholarship and loan funds shall be deposited, administered, and audited in accordance with Education Code 35314 and 35318.

(cf. 3400 - Management of District Assets/Accounts)
(cf. 3460 - Financial Reports and Accountability)

Note: If the district has chosen to maintain a scholarship and loan fund, it is **mandated** by Education Code 35316 to adopt regulations governing applications, provided such regulations do not limit student eligibility based on any conditions listed in Education Code 220; see BP 0410 - Nondiscrimination in District Activities and Programs. The following paragraph may be expanded to describe the district's application procedures.

The Superintendent or designee shall establish criteria, procedures, and deadlines for student applications for scholarships and/or loans from the fund. As applicable, the Superintendent or designee may require the student to submit letters of recommendation or other supplementary materials providing evidence of the student's accomplishments and/or need.

(cf. 0410 - Nondiscrimination in District Activities and Programs)

Notifications

Note: The following **optional** section may be revised to reflect programs offered by the district.

The Superintendent or designee shall annually distribute information about eligibility requirements for the Golden State Seal Merit Diploma, State Seal of Biliteracy, **State Seal of Civic Engagement,** and/or any district awards programs to students at the applicable grade levels.

(3/12 4/15) 12/20

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Board Policy Manual
San Ysidro School District

Regulation 5126: Awards For Achievement

Status: ADOPTED

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

District/School Awards

The Superintendent or designee may appoint an awards committee at each school which may consist of school administrators, teachers, parents/guardians, community members, and student representatives. The committee shall submit recommendations for student awards to the Superintendent or designee for approval.

Individual awards in excess of $200 must be expressly approved by the Board of Education. (Education Code 44015)

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

State References	Description
5 CCR 11517.60-11519.56	English Language Proficiency Assessments for California
5 CCR 1632	Alternative credits toward graduation for foreign language instruction in private school
5 CCR 876	Golden State Seal Merit Diploma
Ed. Code 220	Prohibition of discrimination
Ed. Code 35160	Authority of governing boards
Ed. Code 35310-35319	Scholarship and loan funds
Ed. Code 44015	Awards to employees and students
Ed. Code 51243-51245	Credit for private school foreign language instruction
Ed. Code 51450-51455	Golden State Seal Merit Diploma
Ed. Code 51460-51464	State Seal of Biliteracy
Ed. Code 51470-51474	State Seal of Civic Engagement
Ed. Code 52164.1	Assessment of English language skills of English learners
Gov. Code 54950-54963	The Ralph M. Brown Act

Management Resources References	Description
Website	Californians Together
Website	CSBA
Website	California Department of Education

Cross References	Description
0410	Nondiscrimination In District Programs And Activities
0415	Equity
1150	Commendations And Awards
4156.2	Awards And Recognition
4256.2	Awards And Recognition
4356.2	Awards And Recognition
5022	Student And Family Privacy Rights

5022	Student And Family Privacy Rights
5113.1	Chronic Absence And Truancy
5113.1	Chronic Absence And Truancy
5113.11	Attendance Supervision
5113.12	District School Attendance Review Board
5113.12	District School Attendance Review Board
5121	Grades/Evaluation Of Student Achievement
5121	Grades/Evaluation Of Student Achievement
5125	Student Records
5125	Student Records
5127	Graduation Ceremonies And Activities
5137	Positive School Climate
6142.2	World Language Instruction
6142.2	World Language Instruction
6157	Distance Learning
6158	Independent Study
6158	Independent Study
6159	Individualized Education Program
6159	Individualized Education Program
6172	Gifted And Talented Student Program
6172	Gifted And Talented Student Program
6174	Education For English Learners
6174	Education For English Learners
6183	Home And Hospital Instruction

(cf. 5141.6 - School Health Services)
(cf. 5145.3 - Nondiscrimination/Harassment)
(cf. 6020 - Parent Involvement)

The Superintendent or designee shall regularly review resources available from health experts to ensure that district programs **and operations** are based on the most up-to-date information.

The ~~Superintendent or designee shall ensure that the~~ district's comprehensive health education program **shall** provides **age-appropriate** information about the ~~prevention of infectious diseases, including the nature of bloodborne pathogens and their transmission, as well as information to help prevent the spread of contagious diseases, such as a pandemic influenza. He/she shall also ensure that each school has sufficient infection prevention supplies that are easily accessible to staff.~~ **nature and symptoms of communicable diseases, their transmission, and how to help prevent the spread of contagious diseases**.

(cf. 6142.1 - Sexual Health and HIV/AIDS Prevention Instruction)
(cf. 6142.8 - Comprehensive Health Education)

Note: Pursuant to Health and Safety Code 120175.5, as added by AB 262 (Ch. 798, Statutes of 2019), local health officers are required to promptly notify and update districts during an outbreak of a communicable disease, or upon the imminent and proximate threat of a communicable disease outbreak or epidemic that threatens the public's health, if, in the opinion of the local health officer, action or inaction on the part of the district might affect the outbreak response efforts. Local health officers are also required to make any relevant information available to districts, including, but not limited to, the locations of concentrations of cases, the number of residents affected, and the measures that districts should take to assist with outbreak response efforts. The local health officers may issue orders to districts to take any action that the health officers deem necessary to control the spread of the communicable disease.

If the local health officer notifies the district of an outbreak of a communicable disease, or the imminent and proximate threat of a communicable disease outbreak or epidemic that threatens the public's health, the district shall take any action that the health officer deems necessary to control the spread of the disease. The district shall comply with all applicable state and federal privacy laws in regard to any such information received from the local health officer. (Health and Safety Code 120175.5)

~~**Universal Precautions**~~

Note: Pursuant to 8 CCR 5193, employers with one or more employees having occupational exposure to bloodborne pathogens must enforce universal precautions to prevent contact with blood or other potentially infectious materials; see BP/AR 4119.42/4219.42/4319.42 - Exposure Control Plan for Bloodborne Pathogens for a detailed exposure control plan and BP/AR 4119.43/4219.43/4319.43 - Universal Precautions. The following **optional** ~~section~~ **paragraph** addresses the need for students to follow similar procedures.

INFECTIOUS DISEASES (continued)

Students and staff shall observe universal precautions in order to prevent exposure to bloodborne pathogens and to prevent the spread of infectious diseases.

(cf. 4119.42/4219.42/4319.42 - Exposure Control Plan for Bloodborne Pathogens)
(cf. 4119.43/4219.43/4319.43 - Universal Precautions)

The Superintendent or designee shall inform students of the precautions to be used in cases of exposure to blood or other body fluids through injury, accident, or classroom instruction.

(cf. 5141 - Health Care and Emergencies)
(cf. 6145.2 - Athletic Competition)

Students with Infectious Diseases

Note: In Thomas v. Atascadero Unified School District, a federal court held that **acquired immunodeficiency syndrome (**AIDS**)** is a disability under Section 504 of the Rehabilitation Act (29 USC 794) and that a student with AIDS cannot be excluded from school without evidence that the student poses a risk of transmission of the **human immunodeficiency virus (**HIV**)** ~~HIV virus~~ to classmates or teachers. The following paragraph extends this protection to students with any bloodborne pathogen infection. 8 CCR 5193 defines bloodborne pathogens to include the hepatitis C virus in addition to hepatitis B virus and HIV.

See AR ~~5111.2~~ **5112.2** - Exclusion from Attendance for information regarding exclusions, including notification of parents/guardians.

The Superintendent or designee shall exclude students **from on-campus instruction** only in accordance with law, Board policy, and administrative regulation. Because bloodborne pathogens such as hepatitis B virus, hepatitis C virus, and human immunodeficiency virus (HIV) are not casually transmitted, the presence of infectious conditions of this type is not, by itself, sufficient reason to exclude students from attending school.

(cf. 5112.2 - Exclusions from Attendance)
(cf. 6164.6 - Identification and Education Under Section 504)

Note: The following **optional** paragraph encourages parents/guardians to notify the school if their child has an infectious disease so that staff can assist in maintaining the child's health. However, ~~it's important to note that~~ the law does not require parents/guardians to inform school officials of a student's ~~HIV/AIDS status~~ **medical condition**; thus, a student cannot be penalized because the parent/guardian did not provide such notification.

Both **state and** federal ~~and state~~ law (~~20 USC 1232g and~~ Education Code 49060-49069.7; 20 USC 1232g) require that student health information remain confidential. In the event that a parent/guardian authorizes the district to disclose the fact that the student has an infectious disease, ~~such as the student's HIV status,~~ it is recommended that any decision to inform staff should be made by the Superintendent or designee, the student, and ~~his/her family~~ **the student's parent/guardian**, in consultation with district legal counsel.

Parents/guardians are encouraged to inform the Superintendent or designee if their child has an infectious disease so that school staff may work cooperatively with the student's parents/guardians to minimize ~~the child's~~ exposure to other diseases in the school setting**. If necessary, the Superintendent or designee shall inform the local health official of any potential outbreak**. The Superintendent or designee shall ensure that student confidentiality **and privacy** rights are strictly observed in accordance with law.

(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)
(cf. 5022 - Student and Family Privacy Rights)
(cf. 5125 - Student Records)

Legal Reference:
EDUCATION CODE

48210-48216 Persons excluded
49060-49069.7 Student records
49073-49079 Privacy of pupil records
49403 Cooperation in control of communicable disease and immunization of pupils
49405 Smallpox control
49406 Examination for tuberculosis (employees)
49408 ***Student emergency i****Information* ~~*of use in emergencies*~~
49602 ***Counseling and c****Confidentiality of student information*
51202 Instruction in personal and public health and safety
~~*CALIFORNIA CONSTITUTION*~~
~~*Article 1, Section 1 Right to Privacy*~~
CIVIL CODE
56-56.37 Confidentiality of Medical Information Act
1798-~~*1798.76*~~ ***1798.78*** *Information Practices Act*
HEALTH AND SAFETY CODE
120175.5 Local health officers and communicable diseases
120230 Exclusion for communicable disease
120325-120380 Immunization against communicable diseases
120875-120895 AIDS information
120975-~~*121022*~~ ***121023*** *Mandated blood testing and confidentiality to protect public health*
121475-121520 Tuberculosis tests for ~~*pupils*~~ ***students***
CALIFORNIA CONSTITUTION
Article 1, Section 1 Right to Privacy
CODE OF REGULATIONS, TITLE 8
5193 ~~*California b*~~***B****loodborne pathogens* ~~*standard*~~
CODE OF REGULATIONS, TITLE 17
2500-2511 Communicable disease reporting requirements
UNITED STATES CODE, TITLE 20
1232g Family Educational and Privacy Rights Act
1400-1482 Individuals with Disabilities Education Act

Legal Reference: (see next page)

INFECTIOUS DISEASES (continued)

Legal Reference: (continued)
UNITED STATES CODE, TITLE 29
794 Section 504 of the Rehabilitation Act of 1973
CODE OF FEDERAL REGULATIONS, TITLE 45
164.500-164.534 ~~*Health Insurance Portability and Accountability Act (HIPAA)*~~ ***Privacy of individually identifiable health information***
COURT DECISIONS
Thomas v. Atascadero Unified School District, (~~*1987*~~ ***1986****) 662 F.Supp. 376*

Management Resources:
CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS
Science Safety Handbook for California Public Schools, 2014
U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES PUBLICATIONS
School District (K-12) Pandemic Influenza Planning Checklist
WEB SITES
CSBA: http://www.csba.org
California Department of Education: http://www.cde.ca.gov
California Department of Public Health: http://www.cdph.ca.gov

Centers for Disease Control and Prevention: http://www.cdc.gov
~~U.S. Government Pandemic Flu Information: http://www.pandemicflu.gov~~

(7/99 7/06) 7/20

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Board Policy Manual
San Ysidro School District

Policy 5141.22: Infectious Diseases

Status: ADOPTED

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

The Board of Education desires to protect students from risks posed by exposure to infectious diseases while providing an appropriate education for all students. The Board recognizes that prevention and education are the most effective means of limiting the spread of infectious diseases.

Infectious Disease Prevention

The Superintendent or designee shall collaborate with parents/guardians and local health agencies and organizations to develop a comprehensive approach to disease prevention that promotes preventative measures and education of students and staff.

The Superintendent or designee shall regularly review resources available from health experts to ensure that district programs are based on the most up-to-date information.

The Superintendent or designee shall ensure that the district's comprehensive health education program provides information about the prevention of infectious diseases, including the nature of bloodborne pathogens and their transmission, as well as information to help prevent the spread of contagious diseases, such as a pandemic influenza. He/she shall also ensure that each school has sufficient infection prevention supplies that are easily accessible to staff.

Universal Precautions

Students and staff shall observe universal precautions in order to prevent exposure to bloodborne pathogens and to prevent the spread of infectious diseases.

The Superintendent or designee shall inform students of the precautions to be used in cases of exposure to blood or other body fluids through injury, accident, or classroom instruction.

Students with Infectious Diseases

The Superintendent or designee shall exclude students only in accordance with law, Board policy, and administrative regulation. Because bloodborne pathogens such as hepatitis B virus, hepatitis C virus, and human immunodeficiency virus (HIV) are not casually transmitted, the presence of infectious conditions of this type is not, by itself, sufficient reason to exclude students from attending school.

Parents/guardians are encouraged to inform the Superintendent or designee if their child has an infectious disease so that school staff may work cooperatively with the student's parents/guardians to minimize the child's exposure to other diseases in the school setting. The Superintendent or designee shall ensure that student confidentiality rights are strictly observed in accordance with law.

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

State References	Description
17 CCR 2500-2511	Communicable disease reporting requirements
8 CCR 5193	California bloodborne pathogens standard
CA Constitution Article 1, Section 1	Right to Privacy
Civ. Code 1798-1798.76	Information Practices Act
Civ. Code 56-56.37	Confidentiality of medical information
Ed. Code 48210-48216	Persons excluded
Ed. Code 49073-49079	Privacy of pupil records
Ed. Code 49403	Cooperation in control of communicable disease and immunization of pupils
Ed. Code 49405	Smallpox control

Ed. Code 49406	Examination for tuberculosis (employees)
Ed. Code 49408	Information of use in emergencies
Ed. Code 49602	Confidentiality of student information
Ed. Code 51202	Instruction in personal and public health and safety
H&S Code 120230	Exclusion for communicable disease
H&S Code 120325-120380	Immunization against communicable diseases
H&S Code 120875-120895	AIDS information
H&S Code 120975-121022	Mandated blood testing and confidentiality to protect public health
H&S Code 121475-121520	Tuberculosis tests for pupils

Federal References	**Description**
20 USC 1232g	Family Educational Rights and Privacy Act (FERPA) of 1974
20 USC 1400-1482	Individuals with Disabilities Education Act
29 USC 794	Rehabilitation Act of 1973, Section 504
45 CFR 164.500-164.534	Health Insurance Portability and Accountability Act (HIPAA)

Management Resources References	**Description**
Court Decision	Thomas v. Atascadero Unified School District, (1987) 662 F.Supp. 376
Website	U.S. Government Pandemic Flu Information
Website	CSBA
Website	California Department of Education
Website	California Department of Public Health
Website	Centers for Disease Control and Prevention

Cross References	**Description**
0470	COVID-19 Mitigation Plan
3514.1	Hazardous Substances
3514.1	Hazardous Substances
3516	Emergencies And Disaster Preparedness Plan
3516	Emergencies And Disaster Preparedness Plan
4119.41	Employees With Infectious Disease
4119.43	Universal Precautions
4119.43	Universal Precautions
4219.41	Employees With Infectious Disease
4219.43	Universal Precautions
4219.43	Universal Precautions
4231	Staff Development
4319.41	Employees With Infectious Disease
4319.43	Universal Precautions
4319.43	Universal Precautions
5022	Student And Family Privacy Rights
5022	Student And Family Privacy Rights
5030	Student Wellness

5112.1	Exemptions From Attendance
5112.1	Exemptions From Attendance
5112.2	Exclusions From Attendance
5125	Student Records
5125	Student Records
5141	Health Care And Emergencies
5141	Health Care And Emergencies
5141.21	Administering Medication And Monitoring Health Conditions
5141.21	Administering Medication And Monitoring Health Conditions
5141.26	Tuberculosis Testing
5141.3	Health Examinations
5141.3	Health Examinations
5141.31	Immunizations
5141.31	Immunizations
5141.32	Health Screening For School Entry
5141.6	School Health Services
5141.6	School Health Services
5142	Safety
5142	Safety
5148	Child Care And Development
5148	Child Care And Development
6142.1	Sexual Health And HIV/AIDS Prevention Instruction
6142.1	Sexual Health And HIV/AIDS Prevention Instruction
6142.8	Comprehensive Health Education
6142.8	Comprehensive Health Education
6145.2	Athletic Competition
6145.2	Athletic Competition
6163.2	Animals At School
6163.2	Animals At School
6164.6	Identification And Education Under Section 504
6164.6	Identification And Education Under Section 504
6170.1	Transitional Kindergarten
6183	Home And Hospital Instruction

CSBA Sample
Administrative Regulation

REVISED

Students

AR 5141.22(a)

INFECTIOUS DISEASES

Note: The following **optional** administrative regulation may be modified to reflect district practice.

Prevention and Mitigation Plan

The Superintendent or designee shall work with state and local health officials to develop and regularly update a plan to prevent and mitigate the spread of infectious diseases. Components of the plan may include, but are not necessarily limited to:

1. A communication strategy for informing students, parents/guardians, staff, and the community about the disease(s), including symptoms, complications, transmission, and current recommendations from state and local departments of public health

2. Protocols for assessing when campus closures are necessary and when campus(es) may reopen

3. Alternative means of instruction, schedules, and attendance, including the provision of instruction to students with disabilities, English learners, and foster or homeless youth, in the event of campus closures or partial closures

(cf. 5113 - Absences and Excuses)
(cf. 5113.1 - Chronic Absence and Truancy)
(cf. 6111 - School Calendar)
(cf. 6112 - School Day)
(cf. 6157 - Distance Learning)
(cf. 6158 - Independent Study)
(cf. 6159 - Individualized Education Program)
(cf. 6164.5 - Student Success Teams)
(cf. 6173 - Education for Homeless Youth)
(cf. 6173.1 - Education for Foster Youth)
(cf. 6181 - Alternative Schools/Programs of Choice)
(cf. 6183 - Home and Hospital Instruction)

4. Guidelines regarding preventative measures such as social distancing, personal protective equipment, temperature checks, and/or any other health screening allowed by law

5. Protocols regarding the acquisition and provision of personal protective equipment and other supplies

AR 5141.22(b)

INFECTIOUS DISEASES (continued)

6. Procedures for the cancellation or alteration of extracurricular activities and field trips

(cf. 6145 - Extracurricular and Cocurricular Activities)
(cf. 6145.2 - Athletic Competition)
(cf. 6153 - School-Sponsored Trips)

7. Protocols for transportation of students using district vehicles

(cf. 3540 - Transportation)
(cf. 3543 - Transportation Safety and Emergencies)

8. Information on effective hygiene practices

9. Provisions for continuing free and reduced-price meal services

(cf. 3550 - Food Service/Child Nutrition Program)
(cf. 3553 - Free and Reduced Price Meals)

10. Processes for protecting students who are at higher risk from the disease

11. Programs that enhance a positive school climate and foster the emotional well-being of all students

(cf. 5141.5 - Mental Health)
(cf. 5141.52 - Suicide Prevention)
(cf. 6164.2 - Guidance/Counseling Services)

12. Guidelines for cleaning and sanitization of district facilities and equipment

(cf. 3510 - Green School Operations)
(cf. 3514.1 - Hazardous Substances)

13. Protocols for visitors and outside groups that utilize district facilities

14. Staff training

The Superintendent or designee shall immediately report to the local health officer the presence or suspected presence of any communicable disease. (17 CCR 2508)

Universal Precautions in the Classroom

Note: The following standards are based upon the universal precautions required for use by employees

pursuant to 8 CCR 5193 and should be modified to reflect district practice. **See also the California Department of Education's (CDE) Science Safety Handbook for more information about laboratory safety and universal precautions.**

Before students work with blood, blood products, or other body fluids, the teacher shall explain the potentially hazardous nature of blood and body fluids in the transmission of various agents from one person to another and the specific procedures and safety precautions to be used in the lesson.

The following precautions shall be used when students are working with blood or other body fluids:

1. Before and after exposure to blood or other body fluids, students shall wash their hands with soap and water and cover any existing cut, wound, or open sore with a sterile dressing.

2. Students shall wear gloves or other personal protective equipment as appropriate.

(cf. 5142 - Safety)

Note: CDE's Science Safety Handbook recommends that alternatives to fresh human blood, such as blood that is acquired from a local blood bank that has been tested and found to be free of hepatitis B and human immunodeficiency virus, be utilized for experiments that require blood samples. If the district permits fresh human blood samples from students to be utilized for such purposes, CDE's Science Safety Handbook states that human blood sampling may only occur on a voluntary basis, that the blood draw should be self-administered and performed in a manner consistent with the district's exposure control plan, and that goggles and gloves should be utilized. As students with specified known medical conditions are not permitted to participate, districts should have a process in place which ensures that students with such medical conditions need not share that information with their teacher(s) or other students.

3. Blood typing or similar experiments may be conducted by teacher demonstrations. When being performed individually, students shall work with their own blood or use prepackaged ABO/Rh blood cell kits that have vials of blood previously tested for transmissible agents.

   a. For finger punctures, s~~S~~tudents shall use individual sterile lancets **that have engineered sharps injury protection** ~~for finger punctures~~ and shall not reuse them.

   b. Before the finger is punctured, it shall be wiped with a piece of cotton that has been immersed in alcohol.

   c. If bleeding persists after the finger is punctured, the student shall apply a sterile bandage using moderate pressure.

AR 5141.22(d)

INFECTIOUS DISEASES (continued)

4. Lancets and any other materials contaminated with blood or body fluids shall be discarded into a solution consisting of one part bleach to 10 parts water (1:10), made fresh daily.

5. At the end of the class, surfaces shall be wiped with alcohol or a solution of one part bleach to 10 parts water.

(cf. 4119.42/4219.42/4319.42 - Exposure Control Plan for Bloodborne Pathogens)
(cf. 4119.43/4219.43/4319.43 - Universal Precautions)
(cf. 5022 - Student and Family Privacy Rights)
(cf. 6142.1 - Sexual Health and HIV/AIDS Prevention Instruction)
(cf. 6142.8 - Comprehensive Health Education)
(cf. 6142.93 - Science Instruction)

(7/99 7/06) 7/20

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Regulation 5141.22: Infectious Diseases

Status: ADOPTED

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

The Superintendent or designee shall immediately report to the local health officer the presence or suspected presence of any communicable disease. (17 CCR 2508)

Universal Precautions in the Classroom

Before students work with blood, blood products, or other body fluids, the teacher shall explain the potentially hazardous nature of blood and body fluids in the transmission of various agents from one person to another and the specific procedures and safety precautions to be used in the lesson.

The following precautions shall be used when students are working with blood or other body fluids:

1. Before and after exposure to blood or other body fluids, students shall wash their hands with soap and water and cover any existing cut, wound, or open sore with a sterile dressing.

2. Students shall wear gloves or other personal protective equipment as appropriate.

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

State References	Description
17 CCR 2500-2511	Communicable disease reporting requirements
8 CCR 5193	California bloodborne pathogens standard
CA Constitution Article 1, Section 1	Right to Privacy
Civ. Code 1798-1798.76	Information Practices Act
Civ. Code 56-56.37	Confidentiality of medical information
Ed. Code 48210-48216	Persons excluded
Ed. Code 49073-49079	Privacy of pupil records
Ed. Code 49403	Cooperation in control of communicable disease and immunization of pupils
Ed. Code 49405	Smallpox control
Ed. Code 49406	Examination for tuberculosis (employees)
Ed. Code 49408	Information of use in emergencies
Ed. Code 49602	Confidentiality of student information
Ed. Code 51202	Instruction in personal and public health and safety
H&S Code 120230	Exclusion for communicable disease
H&S Code 120325-120380	Immunization against communicable diseases
H&S Code 120875-120895	AIDS information
H&S Code 120975-121022	Mandated blood testing and confidentiality to protect public health
H&S Code 121475-121520	Tuberculosis tests for pupils

Federal References	Description

20 USC 1232g	Family Educational Rights and Privacy Act (FERPA) of 1974
20 USC 1400-1482	Individuals with Disabilities Education Act
29 USC 794	Rehabilitation Act of 1973, Section 504
45 CFR 164.500-164.534	Health Insurance Portability and Accountability Act (HIPAA)

Management Resources References	**Description**
Court Decision	Thomas v. Atascadero Unified School District, (1987) 662 F.Supp. 376
Website	U.S. Government Pandemic Flu Information
Website	CSBA
Website	California Department of Education
Website	California Department of Public Health
Website	Centers for Disease Control and Prevention

Cross References	**Description**
0470	COVID-19 Mitigation Plan
3514.1	Hazardous Substances
3514.1	Hazardous Substances
3516	Emergencies And Disaster Preparedness Plan
3516	Emergencies And Disaster Preparedness Plan
4119.41	Employees With Infectious Disease
4119.43	Universal Precautions
4119.43	Universal Precautions
4219.41	Employees With Infectious Disease
4219.43	Universal Precautions
4219.43	Universal Precautions
4231	Staff Development
4319.41	Employees With Infectious Disease
4319.43	Universal Precautions
4319.43	Universal Precautions
5022	Student And Family Privacy Rights
5022	Student And Family Privacy Rights
5030	Student Wellness
5112.1	Exemptions From Attendance
5112.1	Exemptions From Attendance
5112.2	Exclusions From Attendance
5125	Student Records
5125	Student Records
5141	Health Care And Emergencies
5141	Health Care And Emergencies
5141.21	Administering Medication And Monitoring Health Conditions
5141.21	Administering Medication And Monitoring Health Conditions
5141.26	Tuberculosis Testing

5141.3	Health Examinations
5141.3	Health Examinations
5141.31	Immunizations
5141.31	Immunizations
5141.32	Health Screening For School Entry
5141.6	School Health Services
5141.6	School Health Services
5142	Safety
5142	Safety
5148	Child Care And Development
5148	Child Care And Development
6142.1	Sexual Health And HIV/AIDS Prevention Instruction
6142.1	Sexual Health And HIV/AIDS Prevention Instruction
6142.8	Comprehensive Health Education
6142.8	Comprehensive Health Education
6145.2	Athletic Competition
6145.2	Athletic Competition
6163.2	Animals At School
6163.2	Animals At School
6164.6	Identification And Education Under Section 504
6164.6	Identification And Education Under Section 504
6170.1	Transitional Kindergarten
6183	Home And Hospital Instruction

CSBA Sample
Board Policy

REVISED

Students BP 5141.31(a)

IMMUNIZATIONS

To protect the health of all students and staff and to curtail the spread of infectious diseases, the Governing Board shall cooperate with state and local public health agencies to encourage and facilitate immunization of all district students against preventable diseases.

(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)
(cf. 5141.22 - Infectious Diseases)
(cf. 5141.26 - Tuberculosis Testing)
(cf. 6142.8 - Comprehensive Health Education)

Note: The following **optional** paragraph should be revised to reflect the grade levels and programs offered by the district.

Health and Safety Code 120335 requires districts to ensure that students are fully immunized prior to admission~~:~~ **and** ~~In addition, beginning July 1, 2016, Health and Safety Code 120335, as amended by SB 277 (Ch. 35, Statutes of 2015), requires districts to ensure that students~~ are fully immunized against all specified diseases before advancing to grade 7. See the accompanying administrative regulation for requirements pertaining to the immunization record, including the diseases for which students must be immunized.

Health and Safety Code 120335, ~~as amended by SB 277, further~~ provides that ~~students must be exempted from immunizations for any one of the following reasons: (1) a licensed physician indicates that a student should be exempted for medical reasons, (2)~~ **such immunization requirements do not apply when** a parent/guardian files a letter or affidavit prior to January 1, 2016 stating ~~his/her~~ personal beliefs opposed to immunization (effective only until the student enters the next grade span), ~~or (3)~~ a student is enrolled in independent study and does not receive classroom-based instruction**, or a student who qualifies for an individualized education program (IEP) is accessing any special education and related services required by the student's IEP. Additionally, Health and Safety Code 120730, as amended by SB 276 (Ch. 278, Statutes of 2019) and SB 714 (Ch. 281, Statutes of 2019), and Health and Safety Code 120372, as added by SB 276 and amended by SB 714, specify the conditions under which a medical exemption is effective.** See the accompanying administrative regulation for further information about exemptions.

Each student enrolling for the first time in a district ~~elementary or secondary~~ school, preschool, or child care and development program or~~, after July 1, 2016,~~ enrolling in or advancing to grade 7 shall present an immunization record from any authorized private or public health care provider certifying that ~~he/she~~ **the student** has received all required immunizations in accordance with law. Students shall be excluded from school or exempted from immunization requirements only as allowed by law.

(cf. 5112.1 - Exemptions from Attendance)
(cf. 5112.2 - Exclusions from Attendance)
(cf. 5141.32 - Health Screening for School Entry)
(cf. 5148 - Child Care and Development)
(cf. 5148.3 - Preschool/Early Childhood Education)

BP 5141.31(b)

IMMUNIZATIONS (continued)

Note: 17 CCR 60**35**~~70~~ allows a ~~transfer~~ student **transferring from another school in the United States** to be conditionally admitted for up to 30 **school** days while waiting for the transfer of immunization records from **the student's** ~~his/her~~ previous school; see the accompanying administrative regulation. However, the California Department of Public Health's California Immunization Handbook for **Pre-kindergarten (**Child Care**)** Programs and Schools recommends that schools request parents/guardians to bring their child's personal immunization record from ~~his/her~~ **the child's** health care provider to registration, rather than waiting for the cumulative file~~, especially if the student's former school is located outside the United States. In this way, districts would only need to request the record from the previous district for those students who could not present an adequate record at the time of entry.~~

Pursuant to 42 USC 11431 and Education Code 48853.5, homeless children and foster youth must be immediately enrolled even if they are unable to produce records normally required for enrollment, including medical records. See AR 6173 - Education for Homeless Children and AR 6173.1- Education for Foster Youth. In addition, pursuant to Education Code 49701, children of military families must be allowed 30 days from the date of enrollment to obtain required immunizations; see AR 6173.2 - Education of Children of Military Families. These exceptions are also addressed in the accompanying administrative regulation.

~~Each t~~**T**ransfer student**s** shall be requested to present ~~his/her~~ immunization record**s**~~, if possible,~~ upon registration at ~~a~~ district school**s if possible**.

(cf. 6173 - Education for Homeless Children)
(cf. 6173.1 - Education for Foster Youth)
(cf. 6173.2 - Education of Children of Military Families)

Note: The following **optional** paragraph is for use by districts that permit medical personnel to administer immunizations at school as authorized by Education Code 49403. Pursuant to Education Code 49403, immunizations may be provided by a licensed physician or, if acting under the direction of a supervising physician, a registered nurse (including a school nurse), physician assistant, nurse practitioner, licensed vocational nurse, or nursing student acting under the supervision of a registered nurse. The authority of any health care practitioner, other than a licensed physician, to administer immunizations in a school immunization program is limited to immunizations for annual seasonal influenza, influenza pandemic episodes, and other diseases that represent a current or potential outbreak as declared by a federal, state, or local public health officer. Whenever a health care provider is authorized to administer immunizations at school, the school nurse must be notified and must maintain control, as necessary, as the supervisor of health in accordance with Education Code 44871 and other statutes.

The Superintendent or designee may arrange for an authorized health care provider to administer immunizations at school to any student whose parent/guardian has consented in writing. At the beginning of the school year, parents/guardians shall be notified of their right to provide consent for the administration of an immunization to their child at school. (Education Code **48980,** 49403)

(cf. 5141.3 - Health Examinations)
(cf. 5141.6 - School Health Services)
(cf. 5145.6 - Parental Notifications)

Legal Reference: (see next page)

IMMUNIZATIONS (continued)

Legal Reference:
EDUCATION CODE
44871 Qualifications of supervisor of health
46010 Total days of attendance
*48216 Immunization **and exclusion from attendance***
48853.5 Immediate enrollment of foster youth
48980 Required notification of rights
49403 Cooperation in control of communicable disease and immunizations

49426 Duties of school nurses
49701 Flexibility in enrollment of children of military families
51745-51749.6 Independent study
HEALTH AND SAFETY CODE
120325-120380 Immunization against communicable disease, especially:
120335 Immunization requirement for admission
120372 Statewide medical exemption electronic standardized form
120395 Information about meningococcal disease, including recommendation for vaccination
120440 Disclosure of immunization information
CODE OF REGULATIONS, TITLE 5
*430 Student records**; definition***
CODE OF REGULATIONS, TITLE 17
6000-6075 School attendance immunization requirements
UNITED STATES CODE, TITLE 20
1232g Family Educational Rights and Privacy Act
UNITED STATES CODE, TITLE 42
11432 Immediate enrollment of homeless children
CODE OF FEDERAL REGULATIONS, TITLE 34
99.1-99.67 Family Educational Rights and Privacy

Management Resources:
CALIFORNIA DEPARTMENT OF PUBLIC HEALTH
~~California Immunization Handbook for Child Care Programs and Schools, August 2015~~
Exemptions FAQs
*Guide to Immunization~~s~~ Require~~d~~**ments** for **Pre-kindergarten (**Child Care**)***
*Guide to Immunization~~s~~ Require~~d~~**ments** for **K-12th Grade** ~~School Entry~~*
*Parents' Guide to Immunizations Required for **Pre-kindergarten (**Child Care**)***
Parents' Guide to Immunizations Required for School Entry
Vaccinations and Medical Exemptions Questions and Answers
*California Immunization Handbook for **Pre-kindergarten (**Child Care**)** Programs and Schools, **10th Edition, July 2019**~~August 2015~~*
EDUCATION AUDIT APPEALS PANEL PUBLICATIONS
*Guide for Annual Audits of **K-12** Local Education Agencies and State Compliance Reporting~~, July 2015~~*
U.S. DEPARTMENT OF EDUCATION GUIDANCE
Family Educational Rights and Privacy Act (FERPA) and H1N1, October 2009

Management Resources continued: (see next page)

IMMUNIZATIONS (continued)

Management Resources: (continued)
WEB SITES
California Department of Education: http://www.cde.ca.gov
California Department of Public Health, Immunization Branch:
https://www.cdph.ca.gov/programs/cid/dcdc/pages/immunize.aspx ~~*http://www.cdph.ca.gov/programs/immunize*~~
California Department of Public Health, Shots for Schools: ~~http://shotsforschools.org~~
https://www.shotsforschool.org
California Health & Human Services Agency: https://www.chhs.ca.gov
Centers for Disease Control and Prevention: http://www.cdc.gov
Education Audit Appeals Panel: http://www.eaap.ca.gov
U.S. Department of Education: http://www.ed.gov

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Policy Reference UPDATE Service
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Board Policy Manual
San Ysidro School District

Policy 5141.31: Immunizations

Status: ADOPTED

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

To protect the health of all students and staff and to curtail the spread of infectious diseases, the Board of Education shall cooperate with state and local public health agencies to encourage and facilitate immunization of all district students against preventable diseases.

Each student enrolling for the first time in a district elementary or secondary school, preschool, or child care and development program or, after July 1, 2016, enrolling in or advancing to grade 7 shall present an immunization record from any authorized private or public health care provider certifying that he/she has received all required immunizations in accordance with law. Students shall be excluded from school or exempted from immunization requirements only as allowed by law.

Each transfer student shall be requested to present his/her immunization record, if possible, upon registration at a district school.

The Superintendent or designee may arrange for an authorized health care provider to administer immunizations at school to any student whose parent/guardian has consented in writing. At the beginning of the school year, parents/guardians shall be notified of their right to provide consent for the administration of an immunization to their child at school. (Education Code 49403)

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

State References	Description
17 CCR 6000-6075	School attendance immunization requirements
5 CCR 430	Individual student records; definition
Ed. Code 44871	Qualifications of supervisor of health
Ed. Code 46010	Total days of attendance
Ed. Code 48216	Immunization
Ed. Code 48853.5	Immediate enrollment of foster youth
Ed. Code 48980	Required notification of rights
Ed. Code 49403	Cooperation in control of communicable disease and immunizations
Ed. Code 49426	Duties of school nurses
Ed. Code 49701	Flexibility in enrollment of children of military families
Ed. Code 51745-51749.6	Independent study
H&S Code 120325-120380	Immunization against communicable diseases
H&S Code 120335	Immunization requirement for admission
H&S Code 120395	Information about meningococcal disease, including recommendation for vaccination
H&S Code 120440	Disclosure of immunization information

Federal References	Description
20 USC 1232g	Family Educational Rights and Privacy Act (FERPA) of 1974
34 CFR 99.1-99.67	Family Educational Rights and Privacy
42 USC 11432	Immediate enrollment of homeless children

Management Resources References	Description
California Department of Public Health Publication	Guide to Immunizations Required for Child Care

California Department of Public Health Publication	Guide to Immunizations Required for School Entry
California Department of Public Health Publication	Parents' Guide to Immunizations Required for Child Care
California Department of Public Health Publication	Parents' Guide to Immunizations Required for School Entry
Education Audit Appeals Panel Publication	Guide for Annual Audits of Local Education Agencies and State Compliance Reporting, July 2015
U.S. Department of Education Guidance	Family Educational Rights and Privacy Act (FERPA) and H1N1, October 2009
Website	California Department of Public Health, Shots for Schools
Website	Education Audit Appeals Panel
Website	California Department of Public Health, Immunization Branch
Website	Centers for Disease Control and Prevention
Website	U.S. Department of Education
Website	California Department of Education

Cross References	**Description**
4119.41	Employees With Infectious Disease
4219.41	Employees With Infectious Disease
4319.41	Employees With Infectious Disease
5030	Student Wellness
5111	Admission
5111	Admission
5112.1	Exemptions From Attendance
5112.1	Exemptions From Attendance
5112.2	Exclusions From Attendance
5125	Student Records
5125	Student Records
5141.22	Infectious Diseases
5141.22	Infectious Diseases
5141.26	Tuberculosis Testing
5141.3	Health Examinations
5141.3	Health Examinations
5141.32	Health Screening For School Entry
5141.6	School Health Services
5141.6	School Health Services
5145.6	Parental Notifications
5148	Child Care And Development
5148	Child Care And Development
5148.3	Preschool/Early Childhood Education
5148.3	Preschool/Early Childhood Education
6170.1	Transitional Kindergarten
6173	Education For Homeless Children
6173	Education For Homeless Children
6173.1	Education For Foster Youth

6173.1	Education For Foster Youth
6173.3	Education For Juvenile Court School Students
6175	Migrant Education Program
6175	Migrant Education Program

CSBA Sample
Administrative Regulation

REVISED

Students AR 5141.31(a)

IMMUNIZATIONS

Required Immunizations

Note: The following **optional** paragraph may be revised to reflect district practice. The California Department of Public Health's (CDPH) California Immunization Handbook for **(**Child Care**)** Programs and Schools recommends that districts provide parents/guardians with a written notice of immunization requirements. The CDPH's Parents' Guide to Immunizations Required for School Entry and Parents' Guide to Immunizations Required for **Pre-kindergarten (**Child Care**), available on its web site,** may be used for this purpose.

Upon a student's registration at a district school, t~~T~~he Superintendent or designee shall provide **the student's** parents/guardians~~, upon school registration,~~ a written notice summarizing the state's immunization requirements.

Note: The following paragraph should be revised to reflect the grade levels and programs offered by the district. Health and Safety Code 120335 requires districts to ensure that students are fully immunized prior to admission **and when entering grade 7**. See 17 CCR ~~6020~~ **6025** and ~~the~~ CDPH's California Immunization Handbook for **Pre-kindergarten (**Child Care**)** Programs and Schools for details regarding the ages/grades at which specific immunizations are required and the doses needed.

~~Pursuant to Health and Safety Code 120335, districts must ensure that students entering grade 7 are fully immunized again st pertussis. Beginning July 1, 2016, Health and Safety Code 120335, as amended by SB 277 (Ch. 35, Statutes of 2015), also requires districts to ensure that students are fully immunized against all specified diseases before advancing to grade 7.~~

The Superintendent or designee shall not unconditionally admit any student to a district ~~elementary or secondary~~ school, preschool, or child care and development program for the first time nor~~,~~ ~~after July 1, 2016~~, admit or advance any student to grade 7**,** unless the student has been fully immunized. The student shall present documentation of full immunization, in accordance with the age/grade and dose required by the California Department of Public Health (CDPH), against the following diseases: (Health and Safety Code 120335; 17 CCR ~~6020~~ **6025**)

1. Measles, mumps, and rubella ~~(MMR)~~
2. Diphtheria, tetanus, and pertussis (whooping cough) ~~(DTP, DTaP, or Tdap)~~
3. Poliomyelitis (polio)
4. Hepatitis B
5. Varicella (chickenpox)

AR 5141.31(b)

IMMUNIZATIONS (continued)

6. Haemophilus influenza type b (Hib meningitis)

7. Any other disease ~~designated~~ **deemed appropriate** by ~~the~~ CDPH

(cf. 5141.22 - Infectious Diseases)
(cf. 5148 - Child Care and Development)
(cf. 5148.3 - Preschool/Early Childhood Education)
(cf. 6170.1 - Transitional Kindergarten)

However, full immunization against hepatitis B shall not be a condition by which the Superintendent or designee shall admit or advance any student to grade 7. (Health and Safety Code 120335)

Note: State law does not exempt from vaccination requirements students who qualify for an individualized education program (IEP). However, Health and Safety Code 120335~~, as amended by SB 277 (Ch. 35, Statutes of 2015),~~ specifies that its provisions do not prohibit a student who qualifies for an IEP from "accessing any special education and related service" required by **the student's** ~~his/her~~ IEP. The district should consult legal counsel if it has questions about how to ensure compliance with vaccination requirements consistent with a student's IEP. The district may want to consider holding an IEP meeting to resolve any potential conflicts with the IEP.

A student who qualifies for an individualized education program (IEP), unless otherwise exempt, shall be fully immunized in accordance with Health and Safety Code 120335 and this regulation. However, the district shall continue to implement the student's IEP and shall not prohibit the student from accessing any special education and related service**s** required by **the student's** ~~his/her~~ IEP regardless of whether the student is fully immunized. (Health and Safety Code 120335)

(cf. 6159 - Individualized Education Program)

Note: According to ~~the~~ CDPH's California Immunization Handbook for **Pre-kindergarten (**Child Care**)** Programs and Schools, the immunization record ~~must~~ **may** be ~~either~~ a personal record with entries made by the physician or agency performing the immunization**,** ~~or a school immunization record from the student's previous school (either~~ **the California School Immunization Record (often referred to as the "blue card") or equivalent school record,** ~~the California School Immunization Record or~~ another state's **or country's** school record~~),~~ **or a record accessed through the California Immunization Registry (CAIR)**. 17 CCR 6070 specifies the information that must be included in the record.

School personnel shall record information for each student regarding all doses of required immunizations and the status of all requirements in accordance with 17 CCR 6070. The **school records shall be based on the** student's immunization record ~~shall be~~ provided by the student's health care provider**,** ~~or~~ from the student's previous school immunization record**, or through the California Immunization Registry (CAIR)**. ~~The record must show at least the month and year for each dose., except that the day, month, and year must be shown for the MMR doses given during the month of the first birthday and for the Tdap dose given during the month of the seventh birthday.~~ (17 CCR 6070)

AR 5141.31(c)

IMMUNIZATIONS (continued)

Exemptions

Exemption from one or more immunization requirements shall be granted under any of the following circumstances:

Note: Pursuant to Health and Safety Code 120372, as added by SB 276 (Ch. 278, Statutes of 2019), starting January 1, 2021, the Governing Board will only be able to accept a medical exemption request that is made by a licensed physician or

surgeon on an electronic, standardized, statewide form developed by CDPH and transmitted using CAIR. If a medical exemption was authorized prior to adoption of a statewide standardized form, the parent or guardian must submit, by January 1, 2021, a copy of the exemption for inclusion into the state database in order for the exemption to remain valid.

Health and Safety Code 120370, as amended by both SB 276 and SB 714 (Ch. 281, Statutes of 2019), requires that a student who has a medical exemption issued prior to January 1, 2020 be allowed to continue enrollment until the next grade span, except that, after July 1, 2021 a student may not be admitted or advanced to grade 7 unless the student has been immunized pursuant to Health and Safety Code 120335 or a medical exemption form has been filed in compliance with Health and Safety Code 120372.

Pursuant to Health and Safety Code 120372.05, as added by SB 276, a parent/guardian may appeal the revocation of a student's medical exemption to the Secretary of California Health and Human Services.

For more information about the revocation of a student's medical exemption, see CDPH's Vaccination and Medical Exemptions Questions and Answers, available on its website.

1. **A medical exemption is submitted using the standardized form developed by CDPH and transmitted using CAIR which includes, but is not limited to, a description of the medical basis for which the exemption for each individual immunization is sought and whether the medical exemption is permanent or temporary. (Health and Safety Code 120372)**

   ~~The parent/guardian files with the district a written statement by a licensed physician to the effect that the physical condition of the child is such, or medical circumstances relating to the child are such, that immunization is not considered safe. The statement shall indicate the specific nature and probable duration of the medical condition or circumstances, including, but not limited to, family medical history, for which the physician does not recommend immunization. (Health and Safety Code 120372~~**~~0~~**~~; 17 CCR 6051~~)

   A student who has a medical exemption issued prior to January 1, 2020 shall be allowed to continue enrollment until the next grade span, except that after July 1, 2021, a student may not be admitted or advanced to grade 7 unless the student has been immunized or a medical exemption form filed as stated above. (Health and Safety Code 120370)

A temporary exemption shall not exceed one year, and all medical exemptions shall not extend beyond the grade span. (Health and Safety Code 120372)

If a student's medical exemption is revoked by CDPH on the basis that the exemption does not meet applicable criteria for medical exemptions, the student shall continue in attendance and, within 30 calendar days of the revocation, commence the immunization schedule required for conditional admittance pursuant to 17 CCR 6050, as described below. (Health and Safety Code 120372)

The student's parent/guardian may appeal a revocation to the Secretary of California Health and Human Services. If a revocation is appealed, the student shall continue in attendance and shall not be required to commence the immunization schedule required for conditional admittance provided the appeal is filed within 30 calendar days of the revocation. (Health and Safety Code 120372, 120372.05)

Note: ~~Health and Safety Code 120365, which exempted a student from one or more immunization requirements if his/her parent/guardian stated in writing that the immunizations are contrary to his/her beliefs, was repealed by SB 277 (Ch. 35, Statutes of 2015). However, SB 277 also amended~~ Health and Safety Code 120335 ~~to~~ provide**s** that a personal beliefs exemption may be granted for any student whose parent/guardian files a letter or affidavit prior to January 1, 2016 stating ~~his/her~~ beliefs opposed to immunization, and that such exemption shall be effective until ~~he/she~~ **the student** enters the next grade span. For this purpose, Health and Safety Code 120335 defines three grade spans: birth through preschool, grades K-6 (including TK), and grades 7-12. For example, a student granted a personal beliefs exemption in preschool must be immunized when entering kindergarten, and a student granted such an exemption in grade 4 must be immunized when entering grade 7. The district may revise item #2 to reflect grade levels offered by the district.

2. The student's parent/guardian file**sd** with the district, before January 1, 2016, a letter or written affidavit stating that an immunization is contrary to ~~his/her~~ **the student's** personal beliefs, in which case the student shall be exempted from the immunization until ~~he/she~~ **the student** enrolls in the next applicable grade span requiring immunization (birth to preschool, grades K-6, grades 7-12). (Health and Safety Code 120335)

(cf. 6141.2 - Recognition of Religious Beliefs and Customs)

Note: The following paragraph reflects ~~the~~ CDPH's **Exemptions FAQs** ~~Senate Bill 277 Frequently Asked Questions~~, which indicate that a personal beliefs exemption filed before January 1, 2016 may be transferred to another school or child care facility within the same district or in another school district within California**, but may not be transferred if a student transfers from another state or country**. ~~The~~ CDPH's position is that a personal beliefs exemption from another state or country is not valid. The district should consult legal counsel if any question arises regarding the validity of a student's personal beliefs exemption.

When a student transfers to a different school within the district or transfers into the

IMMUNIZATIONS (continued)

district from another school district in California, **the student's** ~~his/her~~ personal beliefs exemption filed before January 1, 2016, shall remain in effect until the next applicable grade span. A student transferring from a school outside the district shall present a copy of the personal beliefs exemption upon enrollment. When a student transfers into the district from outside California and presents a personal beliefs exemption issued by another state or country prior to January 1, 2016, the Superintendent or designee may consult with legal counsel regarding the applicable immunization requirements.

~~Note: Health and Safety Code 120335, as amended by SB 277 (Ch. 35, Statutes of 2015), exempts certain students enrolled in independent study, as provided below.~~

3. The student is enrolled in an independent study program pursuant to Education Code 51745-51749.6 and does not receive classroom-based instruction. **(Health and Safety Code 120335)**

(cf. 6158 - Independent Study)

Conditional Enrollment

The Superintendent or designee may conditionally admit a student with documentation from an authorized health care provider that~~: (Health and Safety Code 120340; 17 CCR 6000, 6035)~~

~~1.~~ ~~The~~ **the** student has not received all the immunizations required for **the student's** ~~his/her~~ age group, but has commenced receiving doses of all required vaccines and is not due for any other doses at the

time of admission. The Superintendent or designee shall notify the student's parents/guardians of the date by which the student must complete all the remaining doses as specified in 17 CCR 6035. **(Health and Safety Code 120340; 17 CCR 6035)**

~~2. The student has a temporary exemption from immunization for medical reasons pursuant to item #1 in the section "Exemptions" above.~~

~~The Superintendent or designee shall notify the student's parents/guardians of the date by which the student must complete all the remaining doses as specified in 17 CCR 6035.~~

(cf. 5145.6 - Parental Notifications)

In addition, a transfer student may be conditionally admitted for up to 30 school days while **the student's** ~~his/her~~ immunization records are being transferred from the previous school. If such documentation is not presented within 30 days, the student shall be excluded from school until the required immunizations have been administered. (17 CCR ~~6070~~ **6035**)

IMMUNIZATIONS (continued)

~~The Superintendent or designee shall review the immunization record of each student admitted conditionally every 30 days until that student has received all the required immunizations. If the student does not receive the required immunizations within the specified time limits, he/she shall be excluded from further attendance until the immunizations are received. (Health and Safety Code 120375; 17 CCR 6070)~~

The Superintendent or designee shall immediately enroll homeless students, foster youth, and students of military families even if their immunization records are missing or unavailable at the time of enrollment. School or district staff shall work with the student's prior school to obtain the student's immunization records or shall ensure that **the student** ~~he/she~~ is properly immunized. (Education Code 48853.5, 49701; Health and Safety Code 120341; 42 USC 11432)

(cf. 6173 - Education for Homeless Children)
(cf. 6173.1 - Education for Foster Youth)
(cf. 6173.2 - Education of Children of Military Families)

The Superintendent or designee shall review the immunization record of each student admitted conditionally every 30 days until that student has received all the required immunizations. If the student does not receive the required immunizations within the specified time limits, **the student** ~~he/she~~ shall be excluded from further attendance until the immunizations are received. (Health and Safety Code 120375; 17 CCR **6040,** 6070)

Exclusions Due to Lack of Immunizations

~~Any student without the required evidence of immunization may be excluded from school until the immunization is obtained or an exemption is granted in accordance with the section "Exemptions" above.~~

~~*(cf. 5112.2 - Exclusions from Attendance)*~~
~~*(cf. 6183 - Home and Hospital Instruction)*~~

~~Before an already admitted student is excluded from school attendance because of a lack of immunization~~ **If an enrolled student who was previously believed to be in compliance with immunization requirements is**

subsequently discovered to not be in compliance with requirements for unconditional or conditional admission, the Superintendent or designee shall notify the parent/guardian that ~~he/she has 10 school days to supply~~ evidence of proper immunization or an appropriate exemption **must be provided within** 10 school days. This notice shall refer the parent/guardian to the student's usual source of medical care or, if the student has no usual source of medical care, then to the county health department or school immunization program, if any. (Education Code 48216; 17 CCR 6040)

(cf. 5112.2 - Exclusions from Attendance)
(cf. 5141.6 - School Health Services)

IMMUNIZATIONS (continued)

The Superintendent or designee shall exclude from further attendance ~~any already admitted~~ **an enrolled** student who fails to obtain the required immunization within 10 school days following the parent/guardian's receipt of the notice specified above. The student shall remain excluded from school until ~~he/she provides~~ documentation **is provided indicating** that **the student** ~~he/she~~ has received a dose of each required vaccine due at that time. ~~The student shall also be reported to the attendance supervisor or principal.~~ (17 CCR **6040,** 6055)

The student shall also be reported to the attendance supervisor or principal.

Exclusion Due to Exposure to Disease

If the district has good cause to believe that a student has been exposed to a disease listed in the section "Required Immunizations" above and **the student's** ~~his/her~~ documentation of immunization does not show proof of immunization against that disease, that student may be temporarily excluded from the school until the local health officer ~~informs the district in writing that he/she~~ is satisfied that the student is no longer at risk of developing or transmitting the disease. (Health and Safety Code 120370)

Records

Note: ~~The CDPH requires that school staff record all immunization dates from each student's personal immunization record onto the California School Immunization Record (often referred to as the "blue card") and then complete the documentation section of the card which includes the type of record provided and the status of the student's immunizations. The record also may be maintained electronically.~~

An immunization record that is directly related to a student is an "education record" subject to the Family Educational Rights and Privacy Act (20 USC 1232g; 34 CFR 99.1-99.67) and therefore generally requires parent/guardian consent to be lawfully disclosed. However, pursuant to 20 USC 1232g and 34 CFR 99.31 and 99.36, an exception exists when knowledge of the information is necessary to address an articulable and significant threat to the health or safety of the student or other individuals.

~~The Superintendent or designee shall record each new entrant's immunizations in the California School Immunization Record and retain it~~ **Each student's immunization record shall be retained** as part of the student's mandatory permanent student record. District staff shall maintain the confidentiality of immunization records and may disclose such information to state and local health departments only in accordance with law. (Health and Safety Code 120375, 120440; 17 CCR 6070)

(cf. 5125 - Student Records)

The district shall also retain in the mandatory student record any physician or health officer statement, personal beliefs letter or affidavit, reason for conditional enrollment, or any other documentation related to the student's immunization record or exemptions.

IMMUNIZATIONS (continued)

Note: Pursuant to Health and Safety Code 120375, as amended by SB 276, the district is required to file the written report on the immunization status of new students to CDPH and the local department of public health annually. The required forms are available on CDPH's ShotsforSchool web site.

At least annually, the Superintendent or designee shall file a written report on the immunization status of new students with CDPH and the local department of public health on forms prescribed by CDPH. (Health and Safety Code 120375; 17 CCR 6075)

Audits

Note: The Education Audit Appeals Panel's Guide for Annual Audits of **K-12** Local Education Agencies and State Compliance Reporting requires an audit of the immunization records for any school which, in the previous year, ~~(1)~~ failed to submit immunization assessment reports to ~~the~~ CDPH for kindergarten or grade 7 or ~~(2)~~ reported ~~a~~ **combined** conditional admission **and overdue** rate**s** greater than **10** ~~25~~ percent in kindergarten **or grade 7**. ~~The~~ CDPH's **ShotsforSchool** web site contains information as to whether a school meets either of these conditions.

If an audit reveals deficiencies in the district's reporting procedures, the Superintendent or designee shall present the Board with a plan to remedy such deficiencies.

(11/12 10/15) 12/20

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Regulation 5141.31: Immunizations

Status: ADOPTED

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

Required Immunizations

The Superintendent or designee shall provide parents/guardians, upon school registration, a written notice summarizing the state's immunization requirements.

The Superintendent or designee shall not unconditionally admit any student to a district elementary or secondary school, preschool, or child care and development program for the first time nor, after July 1, 2016, admit or advance any student to grade 7 unless the student has been fully immunized. The student shall present documentation of full immunization, in accordance with the age/grade and dose required by the California Department of Public Health (CDPH), against the following diseases: (Health and Safety Code 120335; 17 CCR 6020)

1. Measles, mumps, and rubella (MMR) - 2 Doses
2. Diphtheria, tetanus, and pertussis (whooping cough) (DTP, DTaP, or Tdap) - 5 Doses
3. Poliomyelitis (polio) - 4 Doses
4. Hepatitis B - 3 Doses
5. Varicella (chickenpox) - 2 Doses
6. Haemophilus influenza type b (Hib meningitis) - 1 dose after age 1, required for PK
7. Any other disease designated by the CDPH
8. Tdap - 1 dose required prior to 7th grade entry

A student who qualifies for an individualized education program (IEP), unless otherwise exempt, shall be fully immunized in accordance with Health and Safety Code 120335 and this regulation. However, the district shall continue to implement the student's IEP and shall not prohibit the student from accessing any special education and related service required by his/her IEP regardless of whether the student is fully immunized. (Health and Safety Code 120335)

The student's immunization record shall be provided by the student's health care provider or from the student's previous school immunization record. The record must show at least the month and year for each dose, except that the day, month, and year must be shown for the MMR doses given during the month of the first birthday and for the Tdap dose given during the month of the seventh birthday. (I7 CCR 6070)

Exemptions

Exemption from one or more immunization requirements shall be granted under any of the following circumstances:

1. The parent/guardian files with the district a written statement by a licensed physician to the effect that the physical condition of the child is such, or medical circumstances relating to the child are such, that immunization is not considered safe. The statement shall indicate the specific nature and probable duration of the medical condition or circumstances, including, but not limited to, family medical history, for which the physician does not recommend immunization. (Health and Safety Code 120370; 17 CCR 6051)

2. The student's parent/guardian files with the district, before January 1, 2016, a letter or written affidavit stating that an immunization is contrary to his/her personal beliefs, in which case the student shall be exempted from the immunization until he/she enrolls in the next applicable grade span requiring immunization (birth to preschool, grades K-6, grades 7-12). (Health and Safety Code 120335)

   When a student transfers to a different school within the district or transfers into the district from another school district in California, his/her personal beliefs exemption filed before January 1, 2016, shall remain in effect until the next applicable grade span. A student transferring from a school outside the district shall present a copy of the personal beliefs exemption upon enrollment. When a student transfers into the district from outside California and presents a personal beliefs exemption issued by another state or country prior to

in accordance with law. (Health and Safety Code 120375, 120440; 17 CCR 6070)

The district shall also retain in the mandatory student record any physician or health officer statement, personal beliefs letter or affidavit, reason for conditional enrollment, or any other documentation related to the student's immunization record or exemptions.

Audits

If an audit reveals deficiencies in the district's reporting procedures, the Superintendent or designee shall present the Board with a plan to remedy such deficiencies.

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

State References	Description
17 CCR 6000-6075	School attendance immunization requirements
5 CCR 430	Individual student records; definition
Ed. Code 44871	Qualifications of supervisor of health
Ed. Code 46010	Total days of attendance
Ed. Code 48216	Immunization
Ed. Code 48853.5	Immediate enrollment of foster youth
Ed. Code 48980	Required notification of rights
Ed. Code 49403	Cooperation in control of communicable disease and immunizations
Ed. Code 49426	Duties of school nurses
Ed. Code 49701	Flexibility in enrollment of children of military families
Ed. Code 51745-51749.6	Independent study
H&S Code 120325-120380	Immunization against communicable diseases
H&S Code 120335	Immunization requirement for admission
H&S Code 120395	Information about meningococcal disease, including recommendation for vaccination
H&S Code 120440	Disclosure of immunization information

Federal References	Description
20 USC 1232g	Family Educational Rights and Privacy Act (FERPA) of 1974
34 CFR 99.1-99.67	Family Educational Rights and Privacy
42 USC 11432	Immediate enrollment of homeless children

Management Resources References	Description
California Department of Public Health Publication	Guide to Immunizations Required for Child Care
California Department of Public Health Publication	Guide to Immunizations Required for School Entry
California Department of Public Health Publication	Parents' Guide to Immunizations Required for Child Care
California Department of Public Health Publication	Parents' Guide to Immunizations Required for School Entry
Education Audit Appeals Panel Publication	Guide for Annual Audits of Local Education Agencies and State Compliance Reporting, July 2015
U.S. Department of Education Guidance	Family Educational Rights and Privacy Act (FERPA) and H1N1, October 2009
Website	California Department of Public Health, Shots for Schools
Website	Education Audit Appeals Panel

Website	California Department of Public Health, Immunization Branch
Website	Centers for Disease Control and Prevention
Website	U.S. Department of Education
Website	California Department of Education

Cross References	**Description**
4119.41	Employees With Infectious Disease
4219.41	Employees With Infectious Disease
4319.41	Employees With Infectious Disease
5030	Student Wellness
5111	Admission
5111	Admission
5112.1	Exemptions From Attendance
5112.1	Exemptions From Attendance
5112.2	Exclusions From Attendance
5125	Student Records
5125	Student Records
5141.22	Infectious Diseases
5141.22	Infectious Diseases
5141.26	Tuberculosis Testing
5141.3	Health Examinations
5141.3	Health Examinations
5141.32	Health Screening For School Entry
5141.6	School Health Services
5141.6	School Health Services
5145.6	Parental Notifications
5148	Child Care And Development
5148	Child Care And Development
5148.3	Preschool/Early Childhood Education
5148.3	Preschool/Early Childhood Education
6170.1	Transitional Kindergarten
6173	Education For Homeless Children
6173	Education For Homeless Children
6173.1	Education For Foster Youth
6173.1	Education For Foster Youth
6173.3	Education For Juvenile Court School Students
6175	Migrant Education Program
6175	Migrant Education Program

CSBA Sample
Administrative Regulation

REVISED

Students AR 5145.3(a)

NONDISCRIMINATION/HARASSMENT

Cautionary Notice: The following administrative regulation reflects federal Title IX regulations added by 85 Fed. Reg. 30026, effective August 14, 2020, which establish a process for investigating and resolving allegations of conduct that meets the federal definition of sexual harassment. The federal regulations preempt any conflicting state law or regulations, but the interaction between federal and state law is not always clear. Districts should consult legal counsel if questions about a potential conflict arise. Districts should also note that 18 states, including California, have sued the U.S. Department of Education to stop the implementation of these regulations. A preliminary injunction seeking to postpone the effective date of the regulations and prohibit their enforcement is currently pending. If the court grants the injunction, portions of the following administrative regulation will not take effect.

Note: The following **mandated** administrative regulation provides measures that may be implemented by a district to comply with state and federal laws and regulations prohibiting unlawful discrimination at school or in school-sponsored or school-related activities, including discriminatory harassment, intimidation, and bullying, of any student based on the student's actual or perceived race, color, ancestry, nationality, national origin, immigration status, ethnic group identification, ethnicity, age, religion, marital status, pregnancy, parental status, physical or mental disability, medical condition, sex, sexual orientation, gender, gender identity, gender expression, genetic information, or any other legally protected category or association with a person or group with one or more of these actual or perceived characteristics. Federal and state law also prohibit retaliation against those who engage in activity to protect civil rights.

5 CCR 4621 **mandates** the district to identify in its policies and procedures the person(s), position(s), or unit(s) responsible for ensuring compliance with applicable state and federal laws and regulations governing educational programs, including the receiving and investigating of complaints alleging unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or bullying. In addition, 34 CFR 106.8 and other federal regulations **mandate** districts that receive federal financial assistance to adopt procedures for the "prompt and equitable" resolution of student and employee discrimination complaints, including the designation of one or more responsible employees to ensure district compliance with federal laws and regulations governing the district's educational programs.

During the Federal Program Monitoring process, California Department of Education (CDE) staff will check to ensure that the district's procedures list the specific title(s) of the employee(s) responsible for investigating complaints. The U.S. Department of Education's (USDOE) Office for Civil Rights (OCR) is the agency responsible for the administrative enforcement of federal antidiscrimination laws and regulations in programs and activities that receive federal financial assistance from the department. In reviewing a district's discrimination policies and procedures, OCR will examine whether the district has identified the employee(s) responsible for coordinating compliance with federal civil rights laws, including the investigation of complaints.

The following paragraph~~s~~ identif~~y~~**ies** the employee(s) designated to coordinate the district's efforts to comply with state and federal civil rights laws ~~(e.g. Title IX and Section 504 coordinators), including the investigation and resolution of~~ **as the same person designated to investigate and resolve** discrimination complaints under AR 1312.3 - Uniform Complaint Procedures. **Districts may modify the following paragraph to designate separate district employees to serve these functions.** Note also that a district may designate more than one employee to coordinate compliance and/or receive and investigate complaints, although each employee designated as a coordinator/compliance officer must be properly trained.

AR 5145.3(b)

NONDISCRIMINATION/HARASSMENT (continued)

34 CFR 106.8, as amended by 85 Fed. Reg. 30026, requires that the employee designated by the district to coordinate its responsibilities under Title IX be referred to as the Title IX Coordinator. The Title IX Coordinator is responsible for receiving complaints of sexual harassment and determining whether the complaint should be appropriately addressed

through AR 1312.3 or the federal Title IX complaint procedures pursuant to 34 CFR 106.44-106.45. The Title IX Coordinator may be the same person designated below and in AR 1312.3. See AR 5145.7 - Sexual Harassment and AR 5145.71 - Title IX Sexual Harassment Complaint Procedures.

The district designates the individual(s) identified below as the employee(s) responsible for coordinating the district's efforts to comply with applicable state and federal civil rights laws~~, including Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act, and the Age Discrimination Act of 1975,~~ and to answer inquiries regarding the district's nondiscrimination policies. The individual(s) shall also serve as the compliance officer(s) specified in AR 1312.3 - Uniform Complaint Procedures as the responsible employee to handle complaints alleging unlawful discrimination targeting a student, including discriminatory harassment, intimidation, or bullying, based on the student's actual or perceived race, color, ancestry, nationality, national origin, immigration status, ethnic group identification, ethnicity, age, religion, marital status, pregnancy, parental status, physical or mental disability, **medical condition,** sex, sexual orientation, gender, gender identity, gender expression, genetic information, or any other legally protected status or association with a person or group with one or more of these actual or perceived characteristics. The coordinator/compliance officer(s) may be contacted at: (Education Code 234.1; 5 CCR 4621)

(title or position)

(address)

(telephone number)

(email)

(cf. 1312.1 - Complaints Concerning District Employees)
(cf. 1312.3 - Uniform Complaint Procedures)
(cf. 5145.7 - Sexual Harassment)
(cf. 5145.71 - Title IX Sexual Harassment Complaint Procedures)

Measures to Prevent Discrimination

To prevent unlawful discrimination, including discriminatory harassment, intimidation, retaliation, and bullying, of students at district schools or in school activities and to ensure equal access of all students to the educational program, the Superintendent or designee shall implement the following measures:

Note: As part of its responsibility to monitor district compliance with legal requirements concerning discrimination pursuant to Education Code 234.1, CDE is required to ensure that the district posts its nondiscrimination policies in all schools, offices, staff lounges, and student government meeting rooms.

In addition, federal regulations enforced by OCR require the district to notify students, parents/guardians, and employees of its policies prohibiting discrimination on the basis of sex (34 CFR 106.8, 106.9), disability (34 CFR 104.8 and 28 CFR 35.107), and age (34 CFR 110.25) and of related complaint procedures. **For notification requirements specifically pertaining to sexual harassment, see BP/AR 5145.7 - Sexual Harassment.**

1. Publicize the district's nondiscrimination policy and related complaint procedures, including the coordinator/compliance officer's contact information, to students, parents/guardians, employees, volunteers, and the general public by posting them in prominent locations and providing easy access to them through district-supported communications

Note: Education Code 234.6, as added by AB 34 (Ch. 282, Statutes of 2019), requires a district, starting with the 2020-21 school year, to post its nondiscrimination policies on its web site as specified below. In addition to the policies listed below, if the district has a policy in regard to the prevention and response to hate violence, it is also required to be posted, and the following item should be modified accordingly. See BP 5145.9 - Hate-Motivated Behavior.

2. Post the district's policies and procedures prohibiting discrimination, harassment, student sexual harassment, intimidation, bullying, and cyberbullying, including a section on social media bullying that includes all of the references described in Education Code 234.6 as possible forums for social media, in a prominent location on the district's web site in a manner that is easily accessible to parents/guardians and students (Education Code 234.6)

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 1113 - District and School Web Sites)
(cf. 1114 - District-Sponsored Social Media)
(cf. 5131.2 - Bullying)
~~*(cf. 5145.7 - Sexual Harassment)*~~
(cf. 5145.9 - Hate-Motivated Behavior)

Note: Education Code 234.6, as added by AB 34, requires a district, starting in the 2020-21 school year, to post the definitions specified below.

3. Post the definition of sex discrimination and harassment as described in Education Code 230, including the rights set forth in Education Code 221.8, in a prominent location on the district's web site in a manner that is easily accessible to parents/guardians and students (Education Code 234.6)

Note: Education Code 221.61 requires districts and public schools to post on their web sites information related to Title IX (20 USC 1681-1688). Education Code 234.6, as added by AB 34, requires districts, beginning in the 2020-21 school year, to post the Title IX information required pursuant to 221.61 in a prominent location on the district's web site in a manner that is easily accessible to parents/guardians and students. Additionally, districts are required to provide a link to the Title IX information included on CDE's website pursuant to Education Code 221.6, in the same manner. A comprehensive list of rights based on the federal regulations implementing Title IX can be found in Education Code 221.8. A district that does not maintain a web site may comply by posting the information below on the web site of its county office of education. A school without a web site may comply by posting the information on the web site of the district or county office of education.

4. Post in a prominent location on the district web site in a manner that is easily accessible to parents/guardians and students information regarding Title IX prohibitions against discrimination based on a student's sex, gender, gender identity, pregnancy, and parental status, including the following: (Education Code 221.6, 221.61, 234.6)

   a. The name and contact information of the district's Title IX ~~c~~Coordinator, including the phone number and email address

b. The rights of students and the public and the responsibilities of the district under Title IX, including a list of rights as specified in Education Code 221.8 and web links to information about those rights and responsibilities located on the web sites of the Office for Equal Opportunity and the U.S. Department of Education's Office for Civil Rights (OCR)

c. A description of how to file a complaint of noncompliance under Title IX ~~in accordance with AR 1312.3 - Uniform Complaint Procedures~~, which shall include:

(1) An explanation of the statute of limitations within which a complaint must be filed after an alleged incident of discrimination has occurred and how a complaint may be filed beyond the statute of limitations

(2) An explanation of how the complaint will be investigated and how the complainant may further pursue the complaint, including web links to this information on the OCR's web site

(3) A web link to the OCR complaints form and the contact information for the office, including the phone number and email address for the office

d. A link to the Title IX information included on the California Department of Education's (CDE) web site

NONDISCRIMINATION/HARASSMENT (continued)

Note: Education Code 234.6, as added by AB 34, requires a district, starting in the 2020-21 school year, to post a link to statewide resources as specified below.

5. Post a link to statewide CDE-compiled resources, including community-based organizations, that provide support to youth who have been subjected to school-based discrimination, harassment, intimidation, or bullying and to their families. Such resources shall be posted in a prominent location on the district's web site in a manner that is easily accessible to parents/guardians and students. (Education Code 234.5, 234.6)

6. Provide to students a handbook that contains age-appropriate information that clearly describes the district's nondiscrimination policy, procedures for filing a complaint, and resources available to students who feel that they have been the victim of any such behavior.

7. Annually notify all students and parents/guardians of the district's nondiscrimination policy, including its responsibility to provide a safe, nondiscriminatory school environment for all students, including transgender and gender-nonconforming students. The notice shall inform students and parents/guardians that they may request to meet with the compliance officer to determine how best to accommodate or resolve concerns that may arise from the district's implementation of its nondiscrimination policies. The notice shall also inform all students and parents/guardians that, to the extent possible, the district will address any individual student's interests and concerns in private.

(cf. 5145.6 - Parental Notifications)

Note: Both federal and state laws contain requirements for translation of certain information and documents. Title VI of the Civil Rights Act of 1964 requires school districts to ensure meaningful access to their programs and activities by persons with limited English proficiency. OCR has interpreted this to require that, whenever information is provided to parents/guardians, districts must notify limited-English-proficient (LEP) parents/guardians in a language other than English in order to be adequate. OCR enforces this requirement consistent with the Department of Justice's 2003 Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons. Under the Guidance, a recipient of federal funds has an obligation to provide language assistance to LEP individuals based on balancing four factors: (1) the number or proportion of LEP individuals likely to encounter or be served by the program, (2) the frequency with which LEP individuals come in contact with the program, (3) the nature and importance of the services provided by the program, and (4) the resources available to the recipient and costs. State law is more specific than federal law. Education Code 48985 requires translation of certain information and documents if 15 percent or more of students enrolled in the school speak a single primary language other than English.

NONDISCRIMINATION/HARASSMENT (continued)

8. Ensure that students and parents/guardians, including those with limited English proficiency, are notified of how to access the relevant information provided in the district's nondiscrimination policy and related complaint procedures, notices, and forms in a language they can understand.

   If 15 percent or more of students enrolled in a particular district school speak a single primary language other than English, the district's policy, regulation, forms, and notices concerning nondiscrimination shall be translated into that language in accordance with Education Code 234.1 and 48985. In all other instances, the district shall ensure meaningful access to all relevant information for parents/guardians with limited English proficiency.

9. Provide to students, employees, volunteers, and parents/guardians age-appropriate training and/or information regarding the district's nondiscrimination policy; what constitutes prohibited discrimination, including discriminatory harassment, intimidation, retaliation, or bullying; how and to whom a report of an incident should be made; and how to guard against segregating or stereotyping students when providing instruction, guidance, supervision, or other services to them. Such training and information shall include details of guidelines the district may use to provide a discrimination-free environment for all district students, including transgender and gender-nonconforming students.

(cf. 1240 - Volunteer Assistance)
(cf. 4131 - Staff Development)
(cf. 4231 - Staff Development)
(cf. 4331 - Staff Development)

10. At the beginning of each school year, inform school employees that any employee who witnesses any act of unlawful discrimination, including discriminatory harassment, intimidation, or bullying, against a student is required to intervene if it is safe to do so. (Education Code 234.1)

(*cf. 4112.9/4212.9/4312.9 - Employee Notifications)*

Note: Item #11 below may be revised to reflect district practice. In some situations, the district may need to provide assistance to a student to protect the student from harassment or bullying. Each situation will need to be analyzed to determine the most appropriate course of action to meet the needs of the student, based on the circumstances involved.

11. At the beginning of each school year, inform each principal or designee of the district's responsibility to provide appropriate assistance or resources to protect students from threatened or potentially discriminatory behavior and ensure their privacy rights.

Enforcement of District Policy

The Superintendent or designee shall take appropriate actions to reinforce BP 5145.3 - Nondiscrimination/Harassment. As needed, these actions may include any of the following:

1. Removing vulgar or offending graffiti

(cf. 5131.5 - Vandalism and Graffiti)

2. Providing training to students, staff, and parents/guardians about how to recognize unlawful discrimination, how to report it or file a complaint, and how to respond

3. Disseminating and/or summarizing the district's policy and regulation regarding unlawful discrimination

4. Consistent with laws regarding the confidentiality of student and personnel records, communicating to students, parents/guardians, and the community the school's response plan to unlawful discrimination or harassment

(cf. 4112.6/4212.6/4312.6 - Personnel Files)
(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)
(cf. 5125 - Student Records)

5. Taking appropriate disciplinary action against students, employees, and anyone determined to have engaged in wrongdoing in violation of district policy, including any student who is found to have filed a complaint of discrimination that the student knew was not true

(cf. 4118 - Dismissal/Suspension/Disciplinary Action)
(cf. 4218 - Dismissal/Suspension/Disciplinary Action)
(cf. 5144 - Discipline)
(cf. 5144.1 - Suspension and Expulsion/Due Process)
(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))
(cf. 6159.4 - Behavioral Interventions for Special Education Students)

Process for Initiating and Responding to Complaints

Note: Education Code 234.1 requires that districts adopt a process for receiving and investigating complaints of unlawful discrimination, including discriminatory harassment, intimidation, retaliation, and bullying. Such a process, which is required to be consistent with the uniform complaint procedures **(UCP)** specified in 5 CCR 4600-4670, must include (1) a requirement that school personnel who witness an act take immediate steps to intervene when safe to do so, (2) a timeline for investigating and resolving complaints, (3) an appeal process, and (4) translation of forms when required by Education Code 48985. In addition, federal regulations require districts to adopt procedures providing for the prompt and equitable resolution of complaints of discrimination on the basis of sex (34 CFR 106.8), disability (34 CFR 104.7 and 28 CFR

35.107), and age (34 CFR 110.25). OCR guidance on federal civil rights requirements notes that districts may have a responsibility to respond to notice of discrimination whether or not a formal complaint is filed. ~~In addition, districts may have an obligation to respond to notice of sexual harassment of students which occurs off school grounds or outside school-sponsored or school-related programs or activities, since the sexual harassment may still create a hostile environment at school. This principle would also apply to harassment on other bases, such as race, gender, or disability.~~

Complaints of sexual harassment must be addressed through the federal Title IX complaint procedures established pursuant to 34 CFR 106.44-106.45, as added by 85 Fed. Reg. 30026, if the alleged conduct meets the federal definition of sexual harassment. Pursuant to 34 CFR 106.30, sexual harassment includes (1) a district employee conditioning the provision of a district aid, benefit, or service on an individual's participation in unwelcome sexual conduct; (2) unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the district's education program or activity; or (3) sexual assault, dating violence, domestic violence, or stalking as defined in 20 USC 1092 and 34 USC 12291. Allegations that do not meet this definition should be addressed through the district's UCP. See BP/AR 5145.7 - Sexual Harassment and AR 5145.71 - Title IX Sexual Harassment Complaint Procedures.

Students who feel that they have been subjected to unlawful discrimination described above or in district policy are strongly encouraged to immediately contact the compliance officer, principal, or any other staff member. In addition, students who observe any such incident are strongly encouraged to report the incident to the compliance officer or principal, whether or not the alleged victim files a complaint.

Any school employee who observes an incident of unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, or to whom such an incident is reported shall report the incident to the compliance officer or principal within a school day, whether or not the alleged victim files a complaint.

Any school employee who witnesses an incident of unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, shall immediately intervene to stop the incident when it is safe to do so. (Education Code 234.1)

Note: Though a formal complaint must be in writing pursuant to 5 CCR 4600, the district's obligation to provide a safe school environment for its students overrides the need to comply with formalities. Thus, once the district receives notice of an incident, whether verbally or in writing, it is good practice to begin the investigation of the report and to take steps to stop any prohibited conduct and address any effect on students. The following paragraph reflects such practice and is consistent with OCR recommendation.

When a ~~verbal~~ report of unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, is made to or received by the principal or compliance officer, the principal or compliance officer shall ~~make a note of the report and encourage~~ **notify** the student or parent/guardian **of the right to file a formal complaint in accordance with** ~~to file the complaint in writing, pursuant to the provisions in~~ AR 1312.3 - Uniform Complaint Procedures **or, for complaints of sexual harassment that meet the federal Title**

IX definition, AR 5145.71 - Title IX Sexual Harassment Complaint Procedures. Once notified verbally or in writing, the ~~principal or~~ compliance officer shall begin the investigation and shall implement immediate measures necessary to stop the discrimination and ensure that all students have access to the educational

program and a safe school environment. Any interim measures adopted to address unlawful discrimination shall, to the extent possible, not disadvantage the complainant or a student who is the victim of the alleged unlawful discrimination.

Any report or complaint alleging unlawful discrimination by the principal, compliance officer, or any other person to whom a report would ordinarily be made or complaint filed shall instead be made to or filed with the Superintendent or designee who shall determine how the complaint will be investigated.

(cf. 5141.4 - Child Abuse Prevention and Reporting)

Transgender and Gender-Nonconforming Students

Note: The term "gender identity" is not specifically defined in the Education Code. The following definition is consistent with case law and generally accepted terms within academia, as well as the Resolution Agreement between the Arcadia Unified School District, the U.S. Department of Education Office for Civil Rights, and the U.S. Department of Justice, Civil Rights Division, which defines "gender identity" as "one's internal sense of gender, which may be different from one's assigned sex, and which is consistently and uniformly asserted, or for which there is other evidence that the gender identity is sincerely held as part of the student's core identity."

Gender identity of a student means the student's gender-related identity, appearance, or behavior as determined from the student's internal sense, whether or not that gender-related identity, appearance, or behavior is different from that traditionally associated with the student's physiology or assigned sex at birth.

Gender expression means a student's gender-related appearance and behavior, whether stereotypically associated with the student's assigned sex at birth. (Education Code 210.7)

Gender transition refers to the process in which a student changes from living and identifying as the sex assigned to the student at birth to living and identifying as the sex that corresponds to the student's gender identity.

Gender-nonconforming student means a student whose gender expression differs from stereotypical expectations.

Transgender student means a student whose gender identity is different from the gender ‑assigned at birth.

NONDISCRIMINATION/HARASSMENT (continued)

The district prohibits acts of verbal, nonverbal, or physical aggression, intimidation, or hostility that are based on sex, gender identity, or gender expression, or that have the purpose or effect of producing a negative impact on the student's academic performance or of creating an intimidating, hostile, or offensive educational environment, regardless of whether the acts are sexual in nature. Examples of the types of conduct which are prohibited in the district and which may constitute gender-based harassment include, but are not limited to:

1. Refusing to address a student by a name and the pronouns consistent with the student's gender identity

2. Disciplining or disparaging a student or excluding the student from participating in activities, for behavior or appearance that is consistent with the student's gender identity or that does not conform to stereotypical notions of masculinity or femininity, as applicable

3. Blocking a student's entry to the restroom that corresponds to the student's gender identity

4. Taunting a student because the student participates in an athletic activity more typically favored by a student of the other sex

5. Revealing a student's transgender status to individuals who do not have a legitimate need for the information, without the student's consent

6. Using gender-specific slurs

7. Physically assaulting a student motivated by hostility toward the student because of the student's gender, gender identity, or gender expression

The district's_uniform complaint procedures (AR 1312.3) **or Title IX sexual harassment procedures (AR 5145.71), as applicable,** shall be used to report and resolve complaints alleging discrimination against transgender and gender-nonconforming students.

Examples of bases for complaints include, but are not limited to, the above list, as well as improper rejection by the district of a student's asserted gender identity, denial of access to facilities that correspond with a student's gender identity, improper disclosure of a student's transgender status, discriminatory enforcement of a dress code, and other instances of gender-based harassment.

To ensure that transgender and gender-nonconforming students are afforded the same rights, benefits, and protections provided to all students by law and Board policy, the district shall address each situation on a case-by-case basis, in accordance with the following guidelines:

Note: Timelines included in items #1-2 below may be modified to reflect district practice.

1. Right to privacy: A student's transgender or gender-nonconforming status is the student's private information and the district shall only disclose the information to others with the student's prior written consent, except when the disclosure is otherwise required by law or when the district has compelling evidence that disclosure is necessary to preserve the student's physical or mental well-being. In any case, the district shall only allow disclosure of a student's personally identifiable information to employees with a legitimate educational interest as determined by the district pursuant to 34 CFR 99.31. Any district employee to whom a student's transgender or gender-nonconforming status is disclosed shall keep the student's information confidential. When disclosure of a student's gender identity is made to a district employee by a student, the employee shall seek the student's permission to notify the compliance officer. If the student refuses to give permission, the employee shall keep the student's information confidential, unless the employee is required to disclose or report the student's information pursuant to this administrative regulation, and shall inform the student that honoring the student's request may limit the district's ability to meet the student's needs related to the student's status as a

transgender or gender-nonconforming student. If the student permits the employee to notify the compliance officer, the employee shall do so within three school days.

As appropriate given the student's need for support, the compliance officer may discuss with the student any need to disclose the student's transgender or gender-nonconformity status or gender identity or gender expression to the student's parents/guardians and/or others, including other students, teacher(s), or other adults on campus. The district shall offer support services, such as counseling, to students who wish to inform their parents/guardians of their status and desire assistance in doing so.

(cf. 1340 - Access to District Records)
(cf. 3580 - District Records)

2. Determining a Student's Gender Identity: The compliance officer shall accept the student's assertion of gender identity and begin to treat the student consistent with that gender identity unless district personnel present a credible and supportable basis for believing that the student's assertion is for an improper purpose.

3. Addressing a Student's Transition Needs: The compliance officer shall arrange a meeting with the student and, if appropriate, the student's parents/guardians to identify and develop strategies for ensuring that the student's access to educational programs and activities is maintained. The meeting shall discuss the transgender or gender-nonconforming student's rights and how those rights may affect and be

affected by the rights of other students and shall address specific subjects related to the student's access to facilities and to academic or educational support programs, services, or activities, including, but not limited to, sports and other competitive endeavors. In addition, the compliance officer shall identify specific school site employee(s) to whom the student may report any problem related to the student's status as a transgender or gender-nonconforming individual, so that prompt action can be taken to address it. Alternatively, if appropriate and desired by the student, the school may form a support team for the student that will meet periodically to assess whether the arrangements for the student are meeting the student's educational needs and providing equal access to programs and activities, educate appropriate staff about the student's transition, and serve as a resource to the student to better protect the student from gender-based discrimination.

Note: Pursuant to Education Code 221.5, a district is required to permit a student to use facilities and participate in sex-segregated school programs and activities consistent with the student's gender identity, regardless of the gender listed on the student's educational records. Because Education Code 221.5 affords transgender students these rights, districts in California are not impacted by the February 22, 2017 action of the USDOE and U.S. Department of Justice to rescind earlier federal guidance which had indicated that, under Title IX, students must be allowed to use sex-segregated facilities in accordance with their gender identity. In implementing state law, districts may review recommended practices in the USDOE's Office of Elementary and Secondary Education's Examples of Policies and Emerging Practices for Supporting Transgender Students. For more information on the rights of transgender students, see CSBA's Updated Legal Guidance: Protecting Transgender and Gender Nonconforming Students Against Discrimination.

4. Accessibility to Sex-Segregated Facilities, Programs, and Activities: When the district maintains sex-segregated facilities, such as restrooms and locker rooms, or offers sex-segregated programs and activities, such as physical education classes, intermural sports, and interscholastic athletic programs, students shall be permitted to access facilities and participate in programs and activities consistent with their gender identity. To address any student's privacy concerns in using sex-segregated facilities, the

district shall offer available options such as a gender-neutral or single-use restroom or changing area, a bathroom stall with a door, an area in the locker room separated by a curtain or screen, or use of the locker room before or after the other students. However, the district shall not require a student to utilize these options because the student is transgender or gender-nonconforming. In addition, a student shall be permitted to participate in accordance with the student's gender identity in other circumstances where students are separated by gender, such as for class discussions, yearbook pictures, and field trips. A student's right to participate in a sex-segregated activity in accordance with the student's gender identity shall not render invalid or inapplicable any other eligibility rule established for participation in the activity.

(cf. 6145 - Extracurricular and Cocurricular Activities)
(cf. 6145.2 - Athletic Competition)
(cf. 6153 - School-Sponsored Trips)
(cf. 7110 - Facilities Master Plan)

NONDISCRIMINATION/HARASSMENT (continued)

Note: Education Code 49062.5 and 49070, as added and amended by AB 711 (Ch. 179, Statutes of 2019), respectively, require districts to update a former student's records to change the student's name and/or gender as specified below. See AR 5125 - Student Records.

5. Student Records: A student's legal name or gender as entered on the mandatory student record required pursuant to 5 CCR 432 shall only be changed with proper documentation. When a student presents government-issued documentation of a name and/or gender change or submits a request for a name and/or gender change through the process specified in Education Code 49070, the district shall update the student's records. (Education Code 49062.5, 49070)

(cf. 5125 - Student Records)
(cf. 5125.1 - Release of Directory Information)
(cf. 5125.3 - Challenging Student Records)

6. Names and Pronouns: If a student so chooses, district personnel shall be required to address the student by a name and the pronoun(s) consistent with the student's gender identity, without the necessity of a court order or a change to the student's official district record. However, inadvertent slips or honest mistakes by district personnel in the use of the student's name and/or consistent pronouns will, in general, not constitute a violation of this administrative regulation or the accompanying district policy.

7. Uniforms/Dress Code: A student has the right to dress in a manner consistent with the student's gender identity, subject to any dress code adopted on a school site.

(cf. 5132 - Dress and Grooming)

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January 1, 2016, the Superintendent or designee may consult with legal counsel regarding the applicable immunization requirements.

3. The student is enrolled in an independent study program pursuant to Education Code 51745-51749.6 and does not receive classroom-based instruction.

Conditional Enrollment

The Superintendent or designee may conditionally admit a student with documentation from an authorized health care provider that: (Health and Safety Code 120340; 17 CCR 6000, 6035)

1. The student has not received all the immunizations required for his/her age group, but has commenced receiving doses of all required vaccines and is not due for any other doses at the time of admission.

2. The student has a temporary exemption from immunization for medical reasons pursuant to item #1 in the section "Exemptions" above.

The Superintendent or designee shall notify the student's parents/guardians of the date by which the student must complete all the remaining doses as specified in 17 CCR 6035.

In addition, a transfer student may be conditionally admitted for up to 30 school days while his/her immunization records are being transferred from the previous school. If such documentation is not presented within 30 days, the student shall be excluded from school until the required immunizations have been administered. (17 CCR 6070)

The Superintendent or designee shall review the immunization record of each student admitted conditionally every 30 days until that student has received all the required immunizations. If the student does not receive the required immunizations within the specified time limits, he/she shall be excluded from further attendance until the immunizations are received. (Health and Safety Code 120375; 17 CCR 6070)

The Superintendent or designee shall immediately enroll homeless students, foster youth, and students of military families even if their immunization records are missing or unavailable at the time of enrollment. School or district staff shall work with the student's prior school to obtain the student's immunization records or shall ensure that he/she is properly immunized. (Education Code 48853.5, 49701; Health and Safety Code 120341; 42 USC 11432)

Exclusions Due to Lack of Immunizations

Any student without the required evidence of immunization may be excluded from school until the immunization is obtained or an exemption is granted in accordance with the section "Exemptions" above.

Before an already admitted student is excluded from school attendance because of lack of immunization, the Superintendent or designee shall notify the parent/guardian that he/she has 10 school days to supply evidence of proper immunization or an appropriate exemption. This notice shall refer the parent/guardian to the student's usual source of medical care or, if the student has no usual source of medical care, then to the county health department or school immunization program, if any. (Education Code 48216; 17 CCR 6040)

The Superintendent or designee shall exclude from further attendance any already admitted student who fails to obtain the required immunization within 10 school days following the parent/guardian's receipt of the notice specified above. The student shall remain excluded from school until he/she provides written evidence that he/she has received a dose of each required vaccine due at that time. The student shall also be reported to the attendance supervisor or principal. (17 CCR 6055)

Exclusion Due to Exposure to Disease

If the district has good cause to believe that a student has been exposed to a disease listed in the section "Required Immunizations" above and his/her documentation of immunization does not show proof of immunization against that disease, that student may be temporarily excluded from the school until the local health officer informs the district in writing that he/she is satisfied that the student is no longer at risk of developing or transmitting the disease. (Health and Safety Code 120370)

Records

The Superintendent or designee shall record each new entrant's immunizations in the California School Immunization Record and retain it as part of the student's mandatory permanent student record. District staff shall maintain the confidentiality of immunization records and may disclose such information to state and local health departments only

Regulation 5145.3: Nondiscrimination/Harassment

Status: ADOPTED

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

The district designates the individual(s) identified below as the employee(s) responsible for coordinating the district's efforts to comply with applicable state and federal civil rights laws and to answer inquiries regarding the district's nondiscrimination policies. The individual(s) shall also serve as the compliance officer(s) specified in AR 1312.3 - Uniform Complaint Procedures as the responsible employee to handle complaints alleging unlawful discrimination targeting a student, including discriminatory harassment, intimidation, or bullying, based on the student's actual or perceived race, color, ancestry, nationality, national origin, immigration status, ethnic group identification, ethnicity, age, religion, marital status, pregnancy, parental status, physical or mental disability, medical condition, sex, sexual orientation, gender, gender identity, gender expression, genetic information, or any other legally protected status or association with a person or group with one or more of these actual or perceived characteristics. The coordinator/compliance officer(s) may be contacted at: (Education Code 234.1; 5 CCR 4621)

Executive Director of Human Resources
4350 Otay Mesa Rd.
San Ysidro, CA 92173
(619) 428-4476

Measures to Prevent Discrimination

To prevent unlawful discrimination, including discriminatory harassment, intimidation, retaliation, and bullying, of students at district schools or in school activities and to ensure equal access of all students to the educational program, the Superintendent or designee shall implement the following measures:

1. Publicize the district's nondiscrimination policy and related complaint procedures, including the coordinator/compliance officer's contact information, to students, parents/guardians, employees, volunteers, and the general public by posting them in prominent locations and providing easy access to them through district-supported communications

2. Post the district's policies and procedures prohibiting discrimination, harassment, student sexual harassment, intimidation, bullying, and cyberbullying, including a section on social media bullying that includes all of the references described in Education Code 234.6 as possible forums for social media, in a prominent location on the district's web site in a manner that is easily accessible to parents/guardians and students (Education Code 234.6)

3. Post the definition of sex discrimination and harassment as described in Education Code 230, including the rights set forth in Education Code 221.8, in a prominent location on the district's web site in a manner that is easily accessible to parents/guardians and students (Education Code 234.6)

4. Post in a prominent location on the district web site in a manner that is easily accessible to parents/guardians and students information regarding Title IX prohibitions against discrimination based on a student's sex, gender, gender identity, pregnancy, and parental status, including the following: (Education Code 221.6, 221.61, 234.6)

    a. The name and contact information of the district's Title IX Coordinator, including the phone number and email address

    b. The rights of students and the public and the responsibilities of the district under Title IX, including a list of rights as specified in Education Code 221.8 and web links to information about those rights and responsibilities located on the web sites of the Office for Equal Opportunity and the U.S. Department of Education's Office for Civil Rights (OCR)

    c. A description of how to file a complaint of noncompliance under Title IX, which shall include:

        i. An explanation of the statute of limitations within which a complaint must be filed after an alleged incident of discrimination has occurred and how a complaint may be filed beyond the statute of limitations

ii. An explanation of how the complaint will be investigated and how the complainant may further pursue the complaint, including web links to this information on the OCR's web site

iii. A web link to the OCR complaints form and the contact information for the office, including the phone number and email address for the office

d. A link to the Title IX information included on the California Department of Education's (CDE) web site

5. Post a link to statewide CDE-compiled resources, including community-based organizations, that provide support to youth who have been subjected to school-based discrimination, harassment, intimidation, or bullying and to their families. Such resources shall be posted in a prominent location on the district's web site in a manner that is easily accessible to parents/guardians and students. (Education Code 234.5, 234.6)

6. Provide to students a handbook that contains age-appropriate information that clearly describes the district's nondiscrimination policy, procedures for filing a complaint, and resources available to students who feel that they have been the victim of any such behavior.

7. Annually notify all students and parents/guardians of the district's nondiscrimination policy, including its responsibility to provide a safe, nondiscriminatory school environment for all students, including transgender and gender-nonconforming students. The notice shall inform students and parents/guardians that they may request to meet with the compliance officer to determine how best to accommodate or resolve concerns that may arise from the district's implementation of its nondiscrimination policies. The notice shall also inform all students and parents/guardians that, to the extent possible, the district will address any individual student's interests and concerns in private.

8. Ensure that students and parents/guardians, including those with limited English proficiency, are notified of how to access the relevant information provided in the district's nondiscrimination policy and related complaint procedures, notices, and forms in a language they can understand.

   If 15 percent or more of students enrolled in a particular district school speak a single primary language other than English, the district's policy, regulation, forms, and notices concerning nondiscrimination shall be translated into that language in accordance with Education Code 234.1 and 48985. In all other instances, the district shall ensure meaningful access to all relevant information for parents/guardians with limited English proficiency.

9. Provide to students, employees, volunteers, and parents/guardians age-appropriate training and/or information regarding the district's nondiscrimination policy; what constitutes prohibited discrimination, including discriminatory harassment, intimidation, retaliation, or bullying; how and to whom a report of an incident should be made; and how to guard against segregating or stereotyping students when providing instruction, guidance, supervision, or other services to them. Such training and information shall include details of guidelines the district may use to provide a discrimination-free environment for all district students, including transgender and gender-nonconforming students.

10. At the beginning of each school year, inform school employees that any employee who witnesses any act of unlawful discrimination, including discriminatory harassment, intimidation, or bullying, against a student is required to intervene if it is safe to do so. (Education Code 234.1)

11. At the beginning of each school year, inform each principal or designee of the district's responsibility to provide appropriate assistance or resources to protect students from threatened or potentially discriminatory behavior and ensure their privacy rights.

Enforcement of District Policy

The Superintendent or designee shall take appropriate actions to reinforce BP 5145.3 - Nondiscrimination/Harassment. As needed, these actions may include any of the following:

1. Removing vulgar or offending graffiti

2. Providing training to students, staff, and parents/guardians about how to recognize unlawful discrimination, how to report it or file a complaint, and how to respond

3. Disseminating and/or summarizing the district's policy and regulation regarding unlawful discrimination

4. Consistent with laws regarding the confidentiality of student and personnel records, communicating to students, parents/guardians, and the community the school's response plan to unlawful discrimination or harassment

5. Taking appropriate disciplinary action against students, employees, and anyone determined to have engaged in wrongdoing in violation of district policy, including any student who is found to have filed a complaint of discrimination that the student knew was not true

Process for Initiating and Responding to Complaints

Students who feel that they have been subjected to unlawful discrimination described above or in district policy are strongly encouraged to immediately contact the compliance officer, principal, or any other staff member. In addition, students who observe any such incident are strongly encouraged to report the incident to the compliance officer or principal, whether or not the alleged victim files a complaint.

Any school employee who observes an incident of unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, or to whom such an incident is reported shall report the incident to the compliance officer or principal within a school day, whether or not the alleged victim files a complaint.

Any school employee who witnesses an incident of unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, shall immediately intervene to stop the incident when it is safe to do so. (Education Code 234.1)

When a report of unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, is made to or received by the principal or compliance officer, the principal or compliance officer shall notify the student or parent/guardian of the right to file a formal complaint in accordance with AR 1312.3 - Uniform Complaint Procedures or, for complaints of sexual harassment that meet the federal Title IX definition, AR 5145.71 - Title IX Sexual Harassment Complaint Procedures. Once notified verbally or in writing, the compliance officer shall begin the investigation and shall implement immediate measures necessary to stop the discrimination and ensure that all students have access to the educational program and a safe school environment. Any interim measures adopted to address unlawful discrimination shall, to the extent possible, not disadvantage the complainant or a student who is the victim of the alleged unlawful discrimination.

Any report or complaint alleging unlawful discrimination by the principal, compliance officer, or any other person to whom a report would ordinarily be made or complaint filed shall instead be made to or filed with the Superintendent or designee who shall determine how the complaint will be investigated.

Transgender and Gender-Nonconforming Students

Gender identity of a student means the student's gender-related identity, appearance, or behavior as determined from the student's internal sense, whether or not that gender-related identity, appearance, or behavior is different from that traditionally associated with the student's physiology or assigned sex at birth.

Gender expression means a student's gender-related appearance and behavior, whether stereotypically associated with the student's assigned sex at birth. (Education Code 210.7)

Gender transition refers to the process in which a student changes from living and identifying as the sex assigned to the student at birth to living and identifying as the sex that corresponds to the student's gender identity.

Gender-nonconforming student means a student whose gender expression differs from stereotypical expectations.

Transgender student means a student whose gender identity is different from the gender assigned at birth.

The district prohibits acts of verbal, nonverbal, or physical aggression, intimidation, or hostility that are based on sex, gender identity, or gender expression, or that have the purpose or effect of producing a negative impact on the student's academic performance or of creating an intimidating, hostile, or offensive educational environment, regardless of whether the acts are sexual in nature. Examples of the types of conduct which are prohibited in the

district and which may constitute gender-based harassment include, but are not limited to:

1. Refusing to address a student by a name and the pronouns consistent with the student's gender identity

2. Disciplining or disparaging a student or excluding the student from participating in activities, for behavior or appearance that is consistent with the student's gender identity or that does not conform to stereotypical notions of masculinity or femininity, as applicable

3. Blocking a student's entry to the restroom that corresponds to the student's gender identity

4. Taunting a student because the student participates in an athletic activity more typically favored by a student of the other sex

5. Revealing a student's transgender status to individuals who do not have a legitimate need for the information, without the student's consent

6. Using gender-specific slurs

7. Physically assaulting a student motivated by hostility toward the student because of the student's gender, gender identity, or gender expression

The district's uniform complaint procedures (AR 1312.3) or Title IX sexual harassment procedures (AR 5145.71), as applicable, shall be used to report and resolve complaints alleging discrimination against transgender and gender-nonconforming students.

Examples of bases for complaints include, but are not limited to, the above list, as well as improper rejection by the district of a student's asserted gender identity, denial of access to facilities that correspond with a student's gender identity, improper disclosure of a student's transgender status, discriminatory enforcement of a dress code, and other instances of gender-based harassment.

To ensure that transgender and gender-nonconforming students are afforded the same rights, benefits, and protections provided to all students by law and Board policy, the district shall address each situation on a case-by-case basis, in accordance with the following guidelines:

1. Right to privacy: A student's transgender or gender-nonconforming status is the student's private information and the district shall only disclose the information to others with the student's prior written consent, except when the disclosure is otherwise required by law or when the district has compelling evidence that disclosure is necessary to preserve the student's physical or mental well-being. In any case, the district shall only allow disclosure of a student's personally identifiable information to employees with a legitimate educational interest as determined by the district pursuant to 34 CFR 99.31. Any district employee to whom a student's transgender or gender-nonconforming status is disclosed shall keep the student's information confidential. When disclosure of a student's gender identity is made to a district employee by a student, the employee shall seek the student's permission to notify the compliance officer. If the student refuses to give permission, the employee shall keep the student's information confidential, unless the employee is required to disclose or report the student's information pursuant to this administrative regulation, and shall inform the student that honoring the student's request may limit the district's ability to meet the student's needs related to the student's status as a transgender or gender-nonconforming student. If the student permits the employee to notify the compliance officer, the employee shall do so within three school days.

   As appropriate given the student's need for support, the compliance officer may discuss with the student any need to disclose the student's transgender or gender-nonconformity status or gender identity or gender expression to the student's parents/guardians and/or others, including other students, teacher(s), or other adults on campus. The district shall offer support services, such as counseling, to students who wish to inform their parents/guardians of their status and desire assistance in doing so.

2. Determining a Student's Gender Identity: The compliance officer shall accept the student's assertion of gender identity and begin to treat the student consistent with that gender identity unless district personnel present a credible and supportable basis for believing that the student's assertion is for an improper purpose.

3. Addressing a Student's Transition Needs: The compliance officer shall arrange a meeting with the student and, if appropriate, the student's parents/guardians to identify and develop strategies for ensuring that the student's access to educational programs and activities is maintained. The meeting shall discuss the

transgender or gender-nonconforming student's rights and how those rights may affect and be affected by the rights of other students and shall address specific subjects related to the student's access to facilities and to academic or educational support programs, services, or activities, including, but not limited to, sports and other competitive endeavors. In addition, the compliance officer shall identify specific school site employee(s) to whom the student may report any problem related to the student's status as a transgender or gender-nonconforming individual, so that prompt action can be taken to address it. Alternatively, if appropriate and desired by the student, the school may form a support team for the student that will meet periodically to assess whether the arrangements for the student are meeting the student's educational needs and providing equal access to programs and activities, educate appropriate staff about the student's transition, and serve as a resource to the student to better protect the student from gender-based discrimination.

4. Accessibility to Sex-Segregated Facilities, Programs, and Activities: When the district maintains sex-segregated facilities, such as restrooms and locker rooms, or offers sex-segregated programs and activities, such as physical education classes, intermural sports, and interscholastic athletic programs, students shall be permitted to access facilities and participate in programs and activities consistent with their gender identity. To address any student's privacy concerns in using sex-segregated facilities, the district shall offer available options such as a gender-neutral or single-use restroom or changing area, a bathroom stall with a door, an area in the locker room separated by a curtain or screen, or use of the locker room before or after the other students. However, the district shall not require a student to utilize these options because the student is transgender or gender-nonconforming. In addition, a student shall be permitted to participate in accordance with the student's gender identity in other circumstances where students are separated by gender, such as for class discussions, yearbook pictures, and field trips. A student's right to participate in a sex-segregated activity in accordance with the student's gender identity shall not render invalid or inapplicable any other eligibility rule established for participation in the activity.

5. Student Records: A student's legal name or gender as entered on the mandatory student record required pursuant to 5 CCR 432 shall only be changed with proper documentation. When a student presents government-issued documentation of a name and/or gender change or submits a request for a name and/or gender change through the process specified in Education Code 49070, the district shall update the student's records. (Education Code 49062.5, 49070)

6. Names and Pronouns: If a student so chooses, district personnel shall be required to address the student by a name and the pronoun(s) consistent with the student's gender identity, without the necessity of a court order or a change to the student's official district record. However, inadvertent slips or honest mistakes by district personnel in the use of the student's name and/or consistent pronouns will, in general, not constitute a violation of this administrative regulation or the accompanying district policy.

7. Uniforms/Dress Code: A student has the right to dress in a manner consistent with the student's gender identity, subject to any dress code adopted on a school site.

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

State References	Description
5 CCR 432	Student records
5 CCR 4600-4670	Uniform complaint procedures
5 CCR 4900-4965	Nondiscrimination in elementary and secondary education programs
Civ. Code 1714.1	Liability of parent or guardian for act of willful misconduct by a minor
Ed. Code 200-262.4	Educational equity; prohibition of discrimination on the basis of sex
Ed. Code 48900.3	Suspension or expulsion for act of hate violence
Ed. Code 48900.4	Suspension or expulsion for threats or harassment
Ed. Code 48904	Liability of parent/guardian for willful student misconduct
Ed. Code 48907	Student exercise of free expression
Ed. Code 48950	Freedom of speech
Ed. Code 48985	Translation of notices

Ed. Code 49020-49023	Athletic programs
Ed. Code 49060-49079	Student records
Ed. code 49060-49079	Student records
Ed. Code 51500	Prohibited instruction or activity
Ed. Code 51501	Prohibited means of instruction
Ed. Code 60044	Prohibited instructional materials
Gov. Code 11135	Nondiscrimination in programs or activities funded by state
Pen. Code 422.55	Definition of hate crime
Pen. Code 422.6	Crimes, harassment

Federal References	**Description**
20 USC 1681-1688	Title IX of the Education Amendments of 1972
28 CFR 35.107	Nondiscrimination on basis of disability; complaints
29 USC 794	Rehabilitation Act of 1973, Section 504
34 CFR 100.3	Prohibition of discrimination on basis of race, color or national origin
34 CFR 104.7	Designation of responsible employee for Section 504
34 CFR 104.8	Notice
34 CFR 106.8	Designation of responsible employee for Title IX
34 CFR 106.9	Notification of nondiscrimination on basis of sex
34 CFR 110.25	Prohibition of discrimination based on age
34 CFR 99.31	Disclosure of personally identifiable information
42 USC 12101-12213	Title II equal opportunity for individuals with disabilities
42 USC 2000d-2000e-17	Title VI and Title VII Civil Rights Act of 1964, as amended
42 USC 2000h-2-2000h-6	Title IX of the Civil Rights Act of 1964
42 USC 6101-6107	Age Discrimination Act of 1975

Management Resources References	**Description**
CA Office of the Attorney General Publication	Promoting Safe & Secure Learning Environment for All: Guidance & Model Policies to Assist CA K-12 Schools in Responding to Immigration Issues, 4/2018
Court Decision	Donovan v. Poway Unified School District, (2008) 167 Cal.App.4th 567
Court Decision	Flores v. Morgan Hill Unified School District, (2003) 324 F.3d 1130
CSBA Publication	Updated Legal Guidance: Protecting Transgender and Gender Nonconforming Students Against Sex Discrimination, March 2017
First Amendment Center Publication	Public Schools and Sexual Orientation: A First Amendment Framework for Finding Common Ground, 2006
U.S Dept of Ed Office for Civil Rights Publication	Resolution Agreement Between the Arcadia USD, US Dept of Ed, OCR, & the US DOJ, CRD, (2013) OCR 09-12-1020, DOJ 169-12C-70
U.S. Dept of Health & Human Services Publication	Guid. to Fed Fin. Assist. Recipients Re. Title VI Prohibition Against Nat'l Origin Discrimination Affect Limited English Proficient Persons, Aug. 2013
U.S. DOE, Office for Civil Rights Publication	Dear Colleague Letter: Harassment and Bullying, October 2010
U.S. DOE, Office for Civil Rights Publication	Notice of Non-Discrimination, Fact Sheet, August 2010
U.S. DOE, Office for Civil Rights Publication	Examples of Policies and Emerging Practices for Supporting Transgender Students, May 2016
U.S. DOE, Office for Civil Rights Publication	Dear Colleague Letter: Title IX Coordinators, April 2015

Website	First Amendment Center
Website	California Office of the Attorney General
Website	California Safe Schools Coalition
Website	U.S. Department of Education, Office for Civil Rights
Website	CSBA
Website	California Department of Education

Cross References	**Description**
0410	Nondiscrimination In District Programs And Activities
0415	Equity
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
0470	COVID-19 Mitigation Plan
1312.1	Complaints Concerning District Employees
1312.1	Complaints Concerning District Employees
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3-E(1)	Uniform Complaint Procedures
1312.3-E(2)	Uniform Complaint Procedures
3515.4	Recovery For Property Loss Or Damage
3515.4	Recovery For Property Loss Or Damage
3530	Risk Management/Insurance
3530	Risk Management/Insurance
3553	Free And Reduced Price Meals
3553	Free And Reduced Price Meals
4131	Staff Development
4219.21	Professional Standards
4219.21-E(1)	Professional Standards
4231	Staff Development
4319.21	Professional Standards
4319.21-E(1)	Professional Standards
5000	Concepts And Roles
5030	Student Wellness
5111	Admission
5111	Admission
5113.1	Chronic Absence And Truancy
5113.1	Chronic Absence And Truancy
5113.12	District School Attendance Review Board
5113.12	District School Attendance Review Board
5125	Student Records
5125	Student Records
5125.1	Release Of Directory Information

5125.1	Release Of Directory Information
5125.1-E(1)	Release Of Directory Information
5131	Conduct
5131.2	Bullying
5131.2	Bullying
5131.5	Vandalism And Graffiti
5132	Dress And Grooming
5132	Dress And Grooming
5137	Positive School Climate
5138	Conflict Resolution/Peer Mediation
5141.27	Food Allergies/Special Dietary Needs
5141.27	Food Allergies/Special Dietary Needs
5141.4	Child Abuse Prevention And Reporting
5141.4	Child Abuse Prevention And Reporting
5141.52	Suicide Prevention
5141.52	Suicide Prevention
5144	Discipline
5144	Discipline
5144.1	Suspension And Expulsion/Due Process
5144.1	Suspension And Expulsion/Due Process
5144.2	Suspension And Expulsion/Due Process (Students With Disabilities)
5145.12	Search And Seizure
5145.12	Search And Seizure
5145.2	Freedom Of Speech/Expression
5145.2	Freedom Of Speech/Expression
5145.7	Sexual Harassment
5145.7	Sexual Harassment
5145.9	Hate-Motivated Behavior
6142.1	Sexual Health And HIV/AIDS Prevention Instruction
6142.1	Sexual Health And HIV/AIDS Prevention Instruction
6142.8	Comprehensive Health Education
6142.8	Comprehensive Health Education
6143	Courses Of Study
6143	Courses Of Study
6144	Controversial Issues
6145	Extracurricular And Cocurricular Activities
6145	Extracurricular And Cocurricular Activities
6145.2	Athletic Competition
6145.2	Athletic Competition
6163.4	Student Use Of Technology
6163.4-E(1)	Student Use Of Technology

6164.2	Guidance/Counseling Services
6173.1	Education For Foster Youth
6173.1	Education For Foster Youth
6175	Migrant Education Program
6175	Migrant Education Program

CSBA Sample
Board Policy

REVISED

Students

BP 5145.7(a)

SEXUAL HARASSMENT

Note: Education Code 231.5 and 34 CFR 106.8 **mandate** the district to have written policies on sexual harassment. The following policy addresses harassment by and of students in the school setting. As part of this mandate, the district should also adopt a sexual harassment policy related to employees; see BP/AR 4119.11/4219.11/4319.11 - Sexual Harassment **and AR 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures**.

Both federal law (Title IX of the Education Amendments of 1972) (20 USC 1681-1688; 34 CFR 106.1-106.82) and state law (Education Code 220, 231.5) prohibit sexual harassment and require districts to establish procedures for the prompt and equitable resolution of sexual harassment complaints. Whether a complaint is addressed through the federal Title IX complaint procedures adopted pursuant to 34 CFR 106.44-106.45, as added by 85 Fed. Reg. 30026, or the state uniform complaint procedures adopted pursuant to 5 CCR 4600-4670 is dependent on whether the alleged conduct meets the more stringent federal definition or the state definition of sexual harassment. **In order to meet the applicable timelines, in some instances it may be necessary to review a complaint under both procedures concurrently.** See the accompanying administrative regulation, BP/AR 1312.3 - Uniform Complaint Procedures, and AR 5145.71 - Title IX Sexual Harassment Complaint Procedures.

A district can be held liable for civil damages for the sexual harassment of students pursuant to Title IX if the district is found to have been "deliberately indifferent" in its response to known sexual harassment. Pursuant to 34 CFR 106.30, a district is deliberately indifferent if its response to Title IX sexual harassment is clearly unreasonable in light of the known circumstances.

In addition to filing a private civil lawsuit, an alleged victim of sexual harassment may file a complaint with the California Department of Education (CDE) and/or the U.S. Department of Education's Office for Civil Rights (OCR), the federal agency responsible for administrative enforcement of federal laws and regulations that prohibit discrimination in programs and activities that receive federal financial assistance from the U.S. Department of Education.

The Governing Board is committed to maintaining a safe school environment that is free from harassment and discrimination. The Board prohibits, at school or at school-sponsored or school-related activities, sexual harassment targeted at any student by anyone. The Board also prohibits retaliatory behavior or action against any person who reports, files a complaint or testifies about, or otherwise supports a complainant in alleging sexual harassment.

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 5131 - Conduct)
(cf. 5131.2 - Bullying)
(cf. 5137 - Positive School Climate)
(cf. 5145.3 - Nondiscrimination/Harassment)

Note: 34 CFR 106.44, as added by 85 Fed. Reg. 30026, requires the district, when there is actual knowledge of sexual harassment in an education program or activity, to respond promptly in a manner that is not unreasonable in light of the known circumstances. 34 CFR 106.30, as added, defines "actual knowledge" as notice of sexual harassment or allegations of sexual harassment being submitted to the district's Title IX Coordinator, any official of the district who has authority to institute corrective measures, or any employee of an elementary or secondary school.

It is important to note that a referral to law enforcement does not relieve a school district of its responsibility to investigate the complaint as a matter of sex discrimination.

The district strongly encourages students who feel that they are being or have been sexually harassed on school grounds or at a school-sponsored or school-related activity by another student or an adult, or who have experienced off-campus sexual harassment that has a continuing effect on campus, to immediately contact their teacher, the principal, the district's Title IX Coordinator, or any other available school employee. Any employee who receives a report or observes an incident of sexual harassment shall notify the Title IX Coordinator.

Once notified, the Title IX Coordinator shall ensure the complaint **or allegation** is addressed through ~~Title IX complaint procedures or uniform complaint procedures~~ **AR 5145.71 - Title IX Sexual Harassment Complaint Procedures or BP/AR 1312.3 - Uniform Complaint Procedures**, as applicable~~, and shall offer supportive measures to the complainant~~. **Because a complaint or allegation that is dismissed or denied under the Title IX complaint procedure may still be subject to consideration under state law, the Title IX Coordinator shall ensure that any implementation of AR 5145.71 concurrently meets the requirements of BP/AR 1312.3.**

(cf. 1312.1 - Complaints Concerning District Employees)
(cf. 1312.3 - Uniform Complaint Procedures)
(cf. 5141.4 - Child Abuse Prevention and Reporting)
(cf. 5145.71 - Title IX Sexual Harassment Complaint Procedures)

The Title IX Coordinator ~~and~~ shall offer supportive measures to the complainant **and respondent, as deemed appropriate under the circumstances**.

Note: Education Code 234.6, as added by AB 34 (Ch. 282, Statutes of 2019), requires districts, beginning in the 2020-21 school year, to post the district's written policy on sexual harassment in a prominent location on the district's web site in a manner that is easily accessible to parents/guardians and students.

Education Code 231.6, as added by AB 543 (Ch. 428, Statutes of 2019), requires districts serving students in grades 9-12 to create a poster that notifies students of the district's sexual harassment policy, and to display it prominently and conspicuously in each bathroom and locker room on campus.

Education Code 231.5, as amended by AB 543, requires the district to provide a copy of the district's sexual harassment policy as part of any orientation program conducted for new and continuing students.

Pursuant to 34 CFR 106.8, the district is required to notify students, parents/guardians, employees, and bargaining units of its policy to not discriminate on the basis of sex as well as its complaint procedures and processes, and to post this information in a prominent location on the district's web site and in student and staff handbooks.

Requirements related to the dissemination of the district's sexual harassment policy and procedures and best practices for reinforcing the policy are addressed in the accompanying administrative regulation.

The Superintendent or designee shall inform students and parents/guardians of the district's sexual harassment policy by disseminating it through parent/guardian notifications, publishing it on the district's web site, and including it in student and staff handbooks. All district staff shall be trained regarding the policy.

Instruction/Information

The Superintendent or designee shall ensure that all district students receive age-appropriate information on sexual harassment. Such instruction and information shall include:

1. What acts and behavior constitute sexual harassment, including the fact that sexual harassment could occur between people of the same sex and could involve sexual violence

2. A clear message that students do not have to endure sexual harassment under any circumstance

3. Encouragement to report observed incidents of sexual harassment even when the alleged victim of the harassment has not complained

Note: Where sexual harassment or violence occurs in the context of other possible rule violations, students may be reluctant to report sexual harassment or violence. For example, a student who is sexually harassed while away from school without permission may be reluctant to file a complaint if the student believes discipline will be imposed for the violation. As such, item #4 below clarifies that any other rule violation will be addressed separately from the sexual harassment complaint in order to encourage students to report the harassment.

4. A clear message that student safety is the district's primary concern, and that any separate rule violation involving an alleged victim or any other person reporting a sexual harassment incident will be addressed separately and will not affect the manner in which the sexual harassment complaint will be received, investigated, or resolved

5. A clear message that, regardless of a complainant's noncompliance with the writing, timeline, or other formal filing requirements, every sexual harassment allegation that involves a student, whether as the complainant, respondent, or victim of the harassment, shall be investigated and action shall be taken to respond to harassment, prevent recurrence, and address any continuing effect on students

6. Information about the district's procedures for investigating complaints and the person(s) to whom a report of sexual harassment should be made

7. Information about the rights of students and parents/guardians to file a civil or criminal complaint, as applicable, including the right to file a civil or criminal complaint while the district investigation of a sexual harassment complaint continues

8. A clear message that, when needed, the district will implement supportive measures to ensure a safe school environment for a student who is the complainant or victim of sexual harassment and/or other students during an investigation

Disciplinary Actions

Note: Pursuant to Education Code 48900.2, a student in grades 4-12 may be suspended and/or expelled from school for sexual harassment. Education Code 48915(c) requires the Superintendent or designee to recommend expulsion for any student, irrespective of grade, who commits sexual assault or battery as defined in the Penal Code. See AR 5144.1 - Suspension and Expulsion/Due Process.

Upon completion of an investigation of a sexual harassment complaint, any student found to have engaged in sexual harassment or sexual violence in violation of this policy shall be subject to disciplinary action. For students in grades 4-12, disciplinary action may include suspension and/or expulsion, provided that, in imposing such discipline, the entire circumstances of the incident(s) shall be taken into account.

(cf. 5144 - Discipline)
(cf. 5144.1 - Suspension and Expulsion/Due Process)
(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))

Upon investigation of a sexual harassment complaint, any employee found to have engaged in sexual harassment or sexual violence toward any student shall be subject to disciplinary action, up to and including dismissal, in accordance with law and the applicable collective bargaining agreement.

(cf. 4117.7/4317.7 - Employment Status Report)
(cf. 4118 - Dismissal/Suspension/Disciplinary Action)
(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)
(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

Record-Keeping

In accordance with law **and district policies and regulations**, the Superintendent or designee shall maintain a record of all reported cases of sexual harassment to enable the district to monitor, address, and prevent repetitive harassing behavior in district schools.

(cf. 3580 - District Records)

Legal Reference: (see next page)

Legal Reference:
EDUCATION CODE
200-262.4 Prohibition of discrimination on the basis of sex
48900 Grounds for suspension or expulsion
48900.2 Additional grounds for suspension or expulsion; sexual harassment
48904 Liability of parent/guardian for willful student misconduct
48980 Notice at beginning of term
48985 Notices, report, statements and records in primary language
CIVIL CODE
51.9 Liability for sexual harassment; business, service and professional relationships
1714.1 Liability of parents/guardians for willful misconduct of minor
GOVERNMENT CODE
12950.1 Sexual harassment training
CODE OF REGULATIONS, TITLE 5
4600-4670 Uniform complaint procedures
4900-4965 Nondiscrimination in elementary and secondary education programs
UNITED STATES CODE, TITLE 20
1092 Definition of sexual assault
1221 Application of laws
1232g Family Educational Rights and Privacy Act
1681-1688 Title IX of the Education Amendments of 1972

UNITED STATES CODE, TITLE 34
12291 Definition of dating violence, domestic violence, and stalking
UNITED STATES CODE, TITLE 42
1983 Civil action for deprivation of rights
2000d-2000d-7 Title VI, Civil Rights Act of 1964
2000e-2000e-17 Title VII, Civil Rights Act of 1964 as amended
CODE OF FEDERAL REGULATIONS, TITLE 34
99.1-99.67 Family Educational Rights and Privacy
106.1-106.82 Nondiscrimination on the basis of sex in education programs
COURT DECISIONS
Donovan v. Poway Unified School District, (2008) 167 Cal.App.4th 567
Flores v. Morgan Hill Unified School District, (2003, 9th Cir.) 324 F.3d 1130
Reese v. Jefferson School District, (2000, 9th Cir.) 208 F.3d 736
Davis v. Monroe County Board of Education, (1999) 526 U.S. 629
Gebser v. Lago Vista Independent School District, (1998) 524 U.S. 274
Oona by Kate S. v. McCaffrey, (1998, 9th Cir.) 143 F.3d 473
Doe v. Petaluma City School District, (1995, 9th Cir.) 54 F.3d 1447

Management Resources:
CSBA PUBLICATIONS
Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender-Nonconforming Students, Policy Brief, February 2014
Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011
U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS
Q&A on Campus Sexual Misconduct, September 2017

Management Resources continued: (see next page)

SEXUAL HARASSMENT (continued)

Management Resources: (continued)
U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS (continued)
Examples of Policies and Emerging Practices for Supporting Transgender Students, May 2016
Dear Colleague Letter: Title IX Coordinators, April 2015
Sexual Harassment: It's Not Academic, September 2008
Revised Sexual Harassment Guidance: Harassment of Students by School Employees, Other Students, or Third Parties, January 2001
WEB SITES
CSBA: http://www.csba.org
California Department of Education: http://www.cde.ca.gov
U.S. Department of Education, Office for Civil Rights: http://www.ed.gov/about/offices/list/ocr

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Board Policy Manual
San Ysidro School District

Policy 5145.7: Sexual Harassment

Status: ADOPTED

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

The Board of Education is committed to maintaining a safe school environment that is free from harassment and discrimination. The Board prohibits, at school or at school-sponsored or school-related activities, sexual harassment targeted at any student by anyone. The Board also prohibits retaliatory behavior or action against any person who reports, files a complaint or testifies about, or otherwise supports a complainant in alleging sexual harassment.

The district strongly encourages any student who feels that he/she is being or has been sexually harassed on school grounds or at a school-sponsored or school-related activity by another student or an adult, or who has experienced off-campus sexual harassment that has a continuing effect on campus to immediately contact his/her teacher, the principal, or any other available school employee. Any employee who receives a report or observes an incident of sexual harassment shall notify the principal or a district compliance officer. Once notified, the principal or compliance officer shall take the steps to investigate and address the allegation, as specified in the accompanying administrative regulation.

The Superintendent or designee shall take appropriate actions to reinforce the district's sexual harassment policy.

Instruction/Information

The Superintendent or designee shall ensure that all district students receive age-appropriate information on sexual harassment. Such instruction and information shall include:

1. What acts and behavior constitute sexual harassment, including the fact that sexual harassment could occur between people of the same sex and could involve sexual violence

2. A clear message that students do not have to endure sexual harassment under any circumstance

3. Encouragement to report observed incidents of sexual harassment even where the alleged victim of the harassment has not complained

4. A clear message that student safety is the district's primary concern, and that any separate rule violation involving an alleged victim or any other person reporting a sexual harassment incident will be addressed separately and will not affect the manner in which the sexual harassment complaint will be received, investigated, or resolved

5. A clear message that, regardless of a complainant's noncompliance with the writing, timeline, or other formal filing requirements, every sexual harassment allegation that involves a student, whether as the complainant, respondent, or victim of the harassment, shall be investigated and prompt action shall be taken to stop any harassment, prevent recurrence, and address any continuing effect on students

6. Information about the district's procedure for investigating complaints and the person(s) to whom a report of sexual harassment should be made

7. Information about the rights of students and parents/guardians to file a civil or criminal complaint, as applicable, including the right to file a civil or criminal complaint while the district investigation of a sexual harassment complaint continues

8. A clear message that, when needed, the district will take interim measures to ensure a safe school environment for a student who is the complainant or victim of sexual harassment and/or other students during an investigation and that, to the extent possible, when such interim measures are taken, they shall not disadvantage the complainant or victim of the alleged harassment

Complaint Process and Disciplinary Actions

Sexual harassment complaints by and against students shall be investigated and resolved in accordance with law and district procedures specified in AR 1312.3 - Uniform Complaint Procedures. Principals are responsible for notifying students and parents/guardians that complaints of sexual harassment can be filed under AR 1312.3 and where to obtain a copy of the procedures.

Upon investigation of a sexual harassment complaint, any student found to have engaged in sexual harassment or

sexual violence in violation of this policy shall be subject to disciplinary action. For students in grades 4-12, disciplinary action may include suspension and/or expulsion, provided that, in imposing such discipline, the entire circumstances of the incident(s) shall be taken into account.Upon investigation of a sexual harassment complaint, any employee found to have engaged in sexual harassment or sexual violence toward any student shall have his/her employment terminated in accordance with law and the applicable collective bargaining agreement.

Record-Keeping

The Superintendent or designee shall maintain a record of all reported cases of sexual harassment to enable the district to monitor, address, and prevent repetitive harassing behavior in district schools.

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

State References	Description
5 CCR 4600-4670	Uniform complaint procedures
5 CCR 4900-4965	Nondiscrimination in elementary and secondary education programs
Civ. Code 1714.1	Liability of parent or guardian for act of willful misconduct by a minor
Civ. Code 51.9	Liability for sexual harassment; business, service and professional relationships
Ed. Code 200-262.4	Educational equity; prohibition of discrimination on the basis of sex
Ed. Code 48900	Grounds for suspension and expulsion
Ed. Code 48900.2	Additional grounds for suspension or expulsion; sexual harassment
Ed. Code 48904	Liability of parent/guardian for willful student misconduct
Ed. Code 48980	Notice at beginning of term
Gov. Code 12950.1	Sexual harassment training

Federal References	Description
20 USC 1221	Application of laws
20 USC 1232g	Family Educational Rights and Privacy Act (FERPA) of 1974
20 USC 1681-1688	Title IX, discrimination
34 CFR 106.1-106.71	Nondiscrimination on the basis of sex in education programs
34 CFR 99.1-99.67	Family Educational Rights and Privacy
42 USC 1983	Civil action for deprivation of rights
42 USC 2000d-2000d-7	Title VI, Civil Rights Act of 1964
42 USC 2000e-2000e-17	Title VII, Civil Rights Act of 1964, as amended

Management Resources References	Description
Court Decision	Reese v. Jefferson School District, (2001, 9th Cir.) 208 F.3d 736
Court Decision	Davis v. Monroe County Board of Education, (1999) 526 U.S. 629
Court Decision	Gebser v. Lago Vista Independent School District, (1998) 524 U.S. 274
Court Decision	Oona by Kate S. v. McCaffrey, (1998, 9th Cir.) 143 F.3d 473
Court Decision	Doe v. Petaluma City School District, (1995, 9th Cir.) 54 F.3d 1447
Court Decision	Flores v. Morgan Hill Unified School District, (2003, 9th Cir.) 324 F.3d 1130
Court Decision	Donovan v. Poway Unified School District, (2008) 167 Cal.App.4th 567
CSBA Publication	Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011

CSBA Publication	Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender-Nonconforming Students, Policy Brief, February 2014
U.S. DOE, Office For Civil Rights Publication	Dear Colleague Letter: Title IX Coordinators, April 2015
U.S. DOE, Office for Civil Rights Publication	Q&A on Campus Sexual Misconduct, September 2017
U.S. DOE, Office for Civil Rights Publication	Sexual Harassment: It's Not Academic, September 2008
U.S. DOE, Office for Civil Rights Publication	Revised Sexual Harassment Guidance: Harassment of Students by School Employees, Other Students, or Third Parties, January 2001
U.S. DOE, Office for Civil Rights Publication	Examples of Policies and Emerging Practices for Supporting Transgender Students, May 2016
Website	U.S. Department of Education, Office for Civil Rights
Website	CSBA
Website	California Department of Education

Cross References	**Description**
0410	Nondiscrimination In District Programs And Activities
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
1312.1	Complaints Concerning District Employees
1312.1	Complaints Concerning District Employees
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3-E(1)	Uniform Complaint Procedures
1312.3-E(2)	Uniform Complaint Procedures
3515.4	Recovery For Property Loss Or Damage
3515.4	Recovery For Property Loss Or Damage
3530	Risk Management/Insurance
3530	Risk Management/Insurance
4117.7	Employment Status Reports
4119.11	Sexual Harassment
4119.11	Sexual Harassment
4219.11	Sexual Harassment
4219.11	Sexual Harassment
4219.21	Professional Standards
4219.21-E(1)	Professional Standards
4231	Staff Development
4317.7	Employment Status Reports
4319.11	Sexual Harassment
4319.11	Sexual Harassment
4319.21	Professional Standards
4319.21-E(1)	Professional Standards
5125	Student Records
5125	Student Records
5131	Conduct

5131.2	Bullying
5131.2	Bullying
5131.5	Vandalism And Graffiti
5132	Dress And Grooming
5132	Dress And Grooming
5137	Positive School Climate
5138	Conflict Resolution/Peer Mediation
5141.4	Child Abuse Prevention And Reporting
5141.4	Child Abuse Prevention And Reporting
5141.52	Suicide Prevention
5141.52	Suicide Prevention
5144	Discipline
5144	Discipline
5144.1	Suspension And Expulsion/Due Process
5144.1	Suspension And Expulsion/Due Process
5144.2	Suspension And Expulsion/Due Process (Students With Disabilities)
5145.2	Freedom Of Speech/Expression
5145.2	Freedom Of Speech/Expression
5145.3	Nondiscrimination/Harassment
5145.3	Nondiscrimination/Harassment
5145.6	Parental Notifications
6142.8	Comprehensive Health Education
6142.8	Comprehensive Health Education
6145	Extracurricular And Cocurricular Activities
6145	Extracurricular And Cocurricular Activities
6145.2	Athletic Competition
6145.2	Athletic Competition
6163.4	Student Use Of Technology
6163.4-E(1)	Student Use Of Technology

CSBA Sample
Administrative Regulation

REVISED

Students AR 5145.7(a)

SEXUAL HARASSMENT

Note: Education Code 231.5 and Title IX of the Education Amendments of 1972 (20 USC 1681-1688; 34 CFR 106.1-106.82) prohibit discrimination based on sex, including sexual harassment, and **mandate** that the district adopt and publish complaint procedures. Also see AR 5145.71 - Title IX Sexual Harassment Complaint Procedures.

~~**Title IX Coordinator/Compliance Officer**~~

~~Note: Pursuant to 34 CFR 106.8, districts that receive federal financial assistance are **mandated** to designate an employee to ensure district compliance with Title IX and its implementing regulations. The following paragraph specifies that the Title IX Coordinator will be the same person(s) designated to serve as the compliance officer(s) for the district's uniform complaint procedures pursuant to AR 1312.3 - Uniform Complaint Procedures. Districts may modify this regulation to designate separate district employees to serve these functions.~~

~~The district designates the following individual(s) as the responsible employee(s) to coordinate its efforts to comply with Title IX of the Education Amendments of 1972, as well as to investigate, and resolve sexual harassment complaints under AR 1312.3 - Uniform Complaint Procedures. The Title IX Coordinator(s) may be contacted at:~~

~~_____~~
~~(title or position)~~
~~_____~~
~~(address)~~
~~_____~~
~~(telephone number)~~
~~_____~~
~~(email)~~

~~*(cf. 1312.3 - Uniform Complaint Procedures)*~~
~~*(cf. 5145.71 - Title IX Sexual Harassment Complaint Procedures)*~~

~~The district shall notify students, parents/guardians, employees, bargaining units, and applicants for employment of the name or title, office address, email address, and telephone number of the district's Title IX Coordinator. (34 CFR 106.8)~~

~~**Prohibited Conduct**~~ **Definitions**

Note: Education Code 212.5 defines sexual harassment as any unwelcome sexual advance, request for sexual favors, and other verbal, visual, or physical conduct of a sexual nature, made by someone in the educational setting. For purposes of suspension and expulsion, Education Code 48900.2 defines sexual harassment as conduct, when considered from the perspective of a reasonable person of the same gender as

the victim, thatis sufficiently severe or pervasive as to have a negative impact upon the victim's academic performance or to create an intimidating, hostile, or offensive educational environment for the victim; see AR 5144.1 - Suspension and Expulsion/Due Process. Conduct that meets the federal definition of sexual harassment in 34 CFR 106.30 (i.e., (1) a district employee conditioning the provision of a district aid, benefit, or service on an individual's participation in unwelcome sexual conduct; (2) unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the district's education program or activity; or (3) sexual assault, dating violence, domestic violence, or stalking as defined in 20 USC 1092 and 34 USC 12291) requires investigation and resolution through Title IX regulations; see AR 5145.71 - Title IX Sexual Harassment Complaint Procedures.

~~Prohibited s~~*Sexual harassment* includes, but is not limited to, unwelcome sexual advances, unwanted requests for sexual favors, or other unwanted verbal, visual, or physical conduct of a sexual nature made against another person of the same or opposite sex in the educational setting, under any of the following conditions: (Education Code 212.5; 5 CCR 4916)

1. Submission to the conduct is explicitly or implicitly made a term or condition of a student's academic status or progress.

2. Submission to or rejection of the conduct by a student is used as the basis for academic decisions affecting the student.

3. The conduct has the purpose or effect of having a negative impact on the student's academic performance or of creating an intimidating, hostile, or offensive educational environment.

4. Submission to or rejection of the conduct by the student is used as the basis for any decision affecting the student regarding benefits and services, honors, programs, or activities available at or through any district program or activity.

(cf. 1312.3 - Uniform Complaint Procedures)
(cf. 5131 - Conduct)
(cf. 5131.2 - Bullying)
(cf. 5145.3 - Nondiscrimination/Harassment)
(cf. 6142.1 - Sexual Health and HIV/AIDS Prevention Instruction)

Any prohibited conduct that occurs off campus or outside of school-related or school-sponsored programs or activities will be regarded as sexual harassment in violation of district policy if it has a continuing effect on or creates a hostile school environment for the complainant or victim of the conduct.

For purposes of applying the complaint procedures specified in Title IX of the Education Amendments of 1972, *sexual harassment* is defined as any of the following

forms of conduct that occurs in an education program or activity in which a district school exercises substantial control over the context and respondent: (34 CFR 106.30, 106.44)

1. A district employee conditioning the provision of a district aid, benefit, or service on the student's participation in unwelcome sexual conduct

2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a student equal access to the district's education program or activity

3. Sexual assault, dating violence, domestic violence, or stalking as defined in 20 USC 1092 or 34 USC 12291

(cf. 5145.71 - Title IX Sexual Harassment Complaint Procedures)

Examples of Sexual Harassment

Note: The following list contains common examples of sexual harassment from the **U.S. Department of Education's Office for Civil Rights** ~~OCR~~ January 2001 Revised Sexual Harassment Guidance~~,~~ and definitions specified in 5 CCR 4916.

Examples of types of conduct which are prohibited in the district and which may constitute sexual harassment **under state and/or federal law, in accordance with the definitions above,** include, but are not limited to:

1. Unwelcome leering, sexual flirtations, or propositions
2. Unwelcome sexual slurs, epithets, threats, verbal abuse, derogatory comments, or sexually degrading descriptions
3. Graphic verbal comments about an individual's body or overly personal conversation
4. Sexual jokes, derogatory posters, notes, stories, cartoons, drawings, pictures, obscene gestures, or computer-generated images of a sexual nature
5. Spreading sexual rumors
6. Teasing or sexual remarks about students enrolled in a predominantly single-sex class
7. Massaging, grabbing, fondling, stroking, or brushing the body
8. Touching an individual's body or clothes in a sexual way

SEXUAL HARASSMENT (continued)

9. Impeding or blocking movements or any physical interference with school activities when directed at an individual on the basis of sex
10. Displaying sexually suggestive objects
11. Sexual assault, sexual battery, or sexual coercion
12. Electronic communications containing comments, words, or images described above

~~Any prohibited conduct that occurs off campus or outside of school-related or school-sponsored programs or activities will be regarded as sexual harassment in violation of district policy if it has a continuing effect on or creates a hostile school environment for the complainant or victim of the conduct.~~

Title IX Coordinator/Compliance Officer

Note: Pursuant to 34 CFR 106.8, districts that receive federal financial assistance are **mandated** to designate an employee to ensure district compliance with Title IX and its implementing regulations. The following paragraph specifies that the Title IX Coordinator will be the same person(s) designated to serve as the compliance officer(s) for the district's uniform complaint procedures pursuant to AR 1312.3 - Uniform Complaint Procedures. Districts may modify this regulation to designate separate district employees to serve these functions.

The district designates the following individual(s) as the responsible employee(s) to coordinate its efforts to comply with Title IX of the Education Amendments of 1972 **in accordance with AR 5145.71 - Title IX Sexual Harassment Complaint Procedures**, as well as to **oversee** investigate**,** and**/or** resolve sexual harassment complaints **processed** under AR 1312.3 - Uniform Complaint Procedures. The Title IX Coordinator(s) may be contacted at:

_____
(title or position)
_____
(address)
_____
(telephone number)
_____
(email)

Notifications

The Superintendent or designee shall notify students and parents/guardians that the district does not discriminate on the basis of sex as required by Title IX and that

inquiries about the application of Title IX to the district may be referred to the district's Title IX Coordinator and/or to the Assistant Secretary for Civil Rights, U.S. Department of Education. (34 CFR 106.8)

(cf. 5145.6 - Parental Notifications)

The district shall notify students~~,~~ **and** parents/guardians, ~~employees, bargaining units, and applicants for employment~~ of the name or title, office address, email address, and telephone number of the district's Title IX Coordinator. (34 CFR 106.8)

A copy of the district's sexual harassment policy and regulation shall:

1. Be included in the notifications that are sent to parents/guardians at the beginning of each school year (Education Code 48980; 5 CCR 4917)

~~*(cf. 5145.6 - Parental Notifications)*~~

2. Be displayed in a prominent location in the main administrative building or other area where notices of district rules, regulations, procedures, and standards of conduct are posted (Education Code 231.5)

Note: Education Code 231.6, as added by AB 543 (Ch. 428, Statutes of 2019), requires districts serving students in grades 9-12 to create a poster that notifies students of the district's sexual harassment policy, and to display it, as specified below. The district may partner with local, state, or federal agencies, or nonprofit organizations, for the purposes of the design and content of the poster.

3. Be summarized on a poster which shall be prominently and conspicuously displayed in each bathroom and locker room at each school. The poster may be displayed in public areas that are accessible to and frequented by students, including, but not limited to, classrooms, hallways, gymnasiums, auditoriums, and cafeterias. The poster shall display the rules and procedures for reporting a charge of sexual harassment; the name, phone number, and email address of an appropriate school employee to contact to report a charge of sexual harassment; the rights of the reporting student, the complainant, and the respondent; and the responsibilities of the school. (Education Code 231.6)

Note: Education Code 234.6, as added by AB 34 (Ch. 282, Statutes of 2019), requires districts, beginning in the 2020-21 school year, to post on the district's web site the district's written policy on sexual harassment as well as other state and federal law requirements, in the manner specified below. 34 CFR 106.8 also requires districts that have web sites to prominently display the contact information for the Title IX Coordinator and the district's nondiscrimination policy on its web site.

SEXUAL HARASSMENT (continued)

4. Be posted**, along with the name or title and contact information of the Title IX Coordinator,** in a prominent location on the district's web site in a manner that is easily accessible to parents/guardians and students ~~This shall include the name or title, office address, email address, and telephone number of the employee(s) designated as the district's Title IX Coordinator~~. (Education Code 234.6; 34 CFR 106.8)

(cf. 1113 - District and School Web Sites)
(cf. 1114 - District-Sponsored Social Media)

Note: Education Code 231.5, as amended by AB 543, requires the district to provide a copy of the district's sexual harassment policy as part of any orientation program conducted for new and continuing students.

5. Be provided as part of any orientation program conducted for new and continuing students at the beginning of each quarter, semester, or summer session (Education Code 231.5)

6. Appear in any school or district publication that sets forth the school's or district's comprehensive rules, regulations, procedures, and standards of conduct (Education Code 231.5)

7. Be included**, along with the name or title and contact information of the Title IX Coordinator,** in any handbook provided to students~~,~~ **or** parents/guardians~~, employees, or employee organizations~~ (34 CFR 106.8)

Note: Education Code 234.6, as added by AB 34, requires a district, starting in the 2020-21 school year, to post the definitions specified below. Also see AR 5145.3 - Nondiscrimination/Harassment for language reflecting this requirement and other notifications related to sex discrimination.

The Superintendent or designee shall also post the definition of sex discrimination and harassment as described in Education Code 230, including the rights set forth in Education Code 221.8, in a prominent location on the district's web site in a manner that is easily accessible to parents/guardians and students. (Education Code 234.6)

Reporting Complaints

A student or parent/guardian who believes that the student has been subjected to sexual harassment by another student, an employee, or a third party or who has witnessed sexual harassment is strongly encouraged to report the incident to a teacher, the principal, the district's Title IX Coordinator, or any other available school employee. Within one school day of receiving such a report, the principal or other school employee shall forward the report to the district's Title IX Coordinator. Any school employee who observes an incident of

sexual harassment involving a student shall, within one school day, report the observation to the principal or Title IX Coordinator~~;~~**. The report shall be made** regardless of whether the alleged victim files a formal complaint **or requests confidentiality**.

(cf. 5141.4 - Child Abuse Prevention and Reporting)

When a report or complaint of sexual harassment involves off-campus conduct, the Title IX Coordinator shall assess whether the conduct may create or contribute to the creation of a hostile school environment. If the Title IX Coordinator determines that a hostile environment may be created, the complaint shall be investigated and resolved in the same manner as if the prohibited conduct occurred at school.

When a verbal or informal report of sexual harassment is submitted, the Title IX Coordinator shall inform the student or parent/guardian of the right to file a formal written complaint in accordance with applicable district complaint procedures.

Complaint Procedures

All complaints **and allegations** of sexual harassment by and against students shall be investigated and resolved in accordance with law and district procedures. The Title IX Coordinator shall review the allegations to determine the applicable procedure for responding to the complaint. All complaints that meet the definition of sexual harassment under Title IX shall be investigated and resolved in accordance with AR 5145.71 - Title IX Sexual Harassment Complaint Procedures. Other sexual harassment complaints shall be investigated and resolved pursuant to **BP/**AR 1312.3 - Uniform Complaint Procedures.

If sexual harassment is found following an investigation, the Title IX Coordinator, or designee in consultation with the Coordinator, shall take prompt action to stop the sexual harassment, prevent recurrence, implement remedies, and address any continuing effects.

(9/16 7/20) 10/20

Policy Reference UPDATE Service
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Regulation 5145.7: Sexual Harassment

Status: ADOPTED

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

The district designates the following individual(s) as the responsible employee(s) to coordinate its efforts to comply with Title IX of the Education Amendments of 1972 and California Education Code 234.1, as well as to investigate and resolve sexual harassment complaints under AR 1312.3 - Uniform Complaint Procedures. The coordinator/compliance officer(s) may be contacted at:

Executive Director of Human Resources

4350 Otay Mesa Rd.

San Ysidro, CA 92173

(619) 428-4476

Prohibited sexual harassment includes, but is not limited to, unwelcome sexual advances, unwanted requests for sexual favors, or other unwanted verbal, visual, or physical conduct of a sexual nature made against another person of the same or opposite sex in the educational setting, under any of the following conditions: (Education Code 212.5; 5 CCR 4916)

1. Submission to the conduct is explicitly or implicitly made a term or condition of a student's academic status or progress.
2. Submission to or rejection of the conduct by a student is used as the basis for academic decisions affecting the student.
3. The conduct has the purpose or effect of having a negative impact on the student's academic performance or of creating an intimidating, hostile, or offensive educational environment.
4. Submission to or rejection of the conduct by the student is used as the basis for any decision affecting the student regarding benefits and services, honors, programs, or activities available at or through any district program or activity.

Examples of types of conduct which are prohibited in the district and which may constitute sexual harassment include, but are not limited to:

1. Unwelcome leering, sexual flirtations, or propositions
2. Unwelcome sexual slurs, epithets, threats, verbal abuse, derogatory comments, or sexually degrading descriptions
3. Graphic verbal comments about an individual's body or overly personal conversation
4. Sexual jokes, derogatory posters, notes, stories, cartoons, drawings, pictures, obscene gestures, or computer-generated images of a sexual nature
5. Spreading sexual rumors
6. Teasing or sexual remarks about students enrolled in a predominantly single-sex class
7. Massaging, grabbing, fondling, stroking, or brushing the body
8. Touching an individual's body or clothes in a sexual way
9. Impeding or blocking movements or any physical interference with school activities when directed at an individual on the basis of sex
10. Displaying sexually suggestive objects
11. Sexual assault, sexual battery, or sexual coercion

12. Electronic communications containing comments, words, or images described above

Any prohibited conduct that occurs off campus or outside of school-related or school-sponsored programs or activities will be regarded as sexual harassment in violation of district policy if it has a continuing effect on or creates a hostile school environment for the complainant or victim of the conduct.

Reporting Process and Complaint Investigation and Resolution

Any student who believes that he/she has been subjected to sexual harassment by another student, an employee, or a third party or who has witnessed sexual harassment is strongly encouraged to report the incident to his/her teacher, the principal, or any other available school employee. Within one school day of receiving such a report, the school employee shall forward the report to the principal or the district's compliance officer identified in AR 1312.3. In addition, any school employee who observes an incident of sexual harassment involving a student shall, within one school day, report his/her observation to the principal or a district compliance officer. The employee shall take these actions, whether or not the alleged victim files a complaint.

When a report or complaint of sexual harassment involves off-campus conduct, the principal shall assess whether the conduct may create or contribute to the creation of a hostile school environment. If he/she determines that a hostile environment may be created, the complaint shall be investigated and resolved in the same manner as if the prohibited conduct occurred at school.

When a verbal or informal report of sexual harassment is submitted, the principal or compliance officer shall inform the student or parent/guardian of the right to file a formal written complaint in accordance with the district's uniform complaint procedures. Regardless of whether a formal complaint is filed, the principal or compliance officer shall take steps to investigate the allegations and, if sexual harassment is found, shall take prompt action to stop it, prevent recurrence, and address any continuing effects.

If a complaint of sexual harassment is initially submitted to the principal, he/she shall, within two school days, forward the report to the compliance officer to initiate investigation of the complaint. The compliance officer shall contact the complainant and investigate and resolve the complaint in accordance with law and district procedures specified in AR 1312.3.

In investigating a sexual harassment complaint, evidence of past sexual relationships of the victim shall not be considered, except to the extent that such evidence may relate to the victim's prior relationship with the respondent.

In any case of sexual harassment involving the principal, compliance officer, or any other person to whom the incident would ordinarily be reported or filed, the report may instead be submitted to the Superintendent or designee who shall determine who will investigate the complaint.

Confidentiality

All complaints and allegations of sexual harassment shall be kept confidential except as necessary to carry out the investigation or take other subsequent necessary action. (5 CCR 4964)

However, when a complainant or victim of sexual harassment notifies the district of the harassment but requests confidentiality, the compliance officer shall inform him/her that the request may limit the district's ability to investigate the harassment or take other necessary action. When honoring a request for confidentiality, the district will nevertheless take all reasonable steps to investigate and respond to the complaint consistent with the request.

When a complainant or victim of sexual harassment notifies the district of the harassment but requests that the district not pursue an investigation, the district will determine whether or not it can honor such a request while still providing a safe and nondiscriminatory environment for all students.

Response Pending Investigation

When an incident of sexual harassment is reported, the Superintendent or designee, in consultation with the compliance officer, shall determine whether interim measures are necessary pending the results of the investigation. The principal/designee or compliance officer shall take immediate measures necessary to stop the harassment and protect students and/or ensure their access to the educational program. To the extent possible, such interim measures shall not disadvantage the complainant or victim of the alleged harassment. Interim measures may include placing the individuals involved in separate classes or transferring a student to a class taught by a different teacher, in accordance with law and Board policy. The school should notify the individual who was harassed of his/her options to avoid contact with the alleged harasser and allow the complainant to change academic and extracurricular

arrangements as appropriate. The school should also ensure that the complainant is aware of the resources and assistance, such as counseling, that are available to him/her. As appropriate, such actions shall be considered even when a student chooses to not file a formal complaint or the sexual harassment occurs off school grounds or outside school-sponsored or school-related programs or activities.

Notifications

A copy of the district's sexual harassment policy and regulation shall:

1. Be included in the notifications that are sent to parents/guardians at the beginning of each school year (Education Code 48980; 5 CCR 4917)

2. Be displayed in a prominent location in the main administrative building or other area where notices of district rules, regulations, procedures, and standards of conduct are posted (Education Code 231.5)

   A copy of the district's sexual harassment policy and regulation shall be posted on district and school web sites and, when available, on district-supported social media.

3. Be provided as part of any orientation program conducted for new students at the beginning of each quarter, semester, or summer session (Education Code 231.5)

4. Appear in any school or district publication that sets forth the school's or district's comprehensive rules, regulations, procedures, and standards of conduct (Education Code 231.5)

5. Be included in the student handbook

6. Be provided to employees and employee organizations

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

State References	Description
5 CCR 4600-4670	Uniform complaint procedures
5 CCR 4900-4965	Nondiscrimination in elementary and secondary education programs
Civ. Code 1714.1	Liability of parent or guardian for act of willful misconduct by a minor
Civ. Code 51.9	Liability for sexual harassment; business, service and professional relationships
Ed. Code 200-262.4	Educational equity; prohibition of discrimination on the basis of sex
Ed. Code 48900	Grounds for suspension and expulsion
Ed. Code 48900.2	Additional grounds for suspension or expulsion; sexual harassment
Ed. Code 48904	Liability of parent/guardian for willful student misconduct
Ed. Code 48980	Notice at beginning of term
Gov. Code 12950.1	Sexual harassment training

Federal References	Description
20 USC 1221	Application of laws
20 USC 1232g	Family Educational Rights and Privacy Act (FERPA) of 1974
20 USC 1681-1688	Title IX, discrimination
34 CFR 106.1-106.71	Nondiscrimination on the basis of sex in education programs
34 CFR 99.1-99.67	Family Educational Rights and Privacy
42 USC 1983	Civil action for deprivation of rights
42 USC 2000d-2000d-7	Title VI, Civil Rights Act of 1964

42 USC 2000e-2000e-17	Title VII, Civil Rights Act of 1964, as amended

Management Resources References	**Description**
Court Decision	Reese v. Jefferson School District, (2001, 9th Cir.) 208 F.3d 736
Court Decision	Davis v. Monroe County Board of Education, (1999) 526 U.S. 629
Court Decision	Gebser v. Lago Vista Independent School District, (1998) 524 U.S. 274
Court Decision	Oona by Kate S. v. McCaffrey, (1998, 9th Cir.) 143 F.3d 473
Court Decision	Doe v. Petaluma City School District, (1995, 9th Cir.) 54 F.3d 1447
Court Decision	Flores v. Morgan Hill Unified School District, (2003, 9th Cir.) 324 F.3d 1130
Court Decision	Donovan v. Poway Unified School District, (2008) 167 Cal.App.4th 567
CSBA Publication	Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011
CSBA Publication	Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender-Nonconforming Students, Policy Brief, February 2014
U.S. DOE, Office For Civil Rights Publication	Dear Colleague Letter: Title IX Coordinators, April 2015
U.S. DOE, Office for Civil Rights Publication	Q&A on Campus Sexual Misconduct, September 2017
U.S. DOE, Office for Civil Rights Publication	Sexual Harassment: It's Not Academic, September 2008
U.S. DOE, Office for Civil Rights Publication	Revised Sexual Harassment Guidance: Harassment of Students by School Employees, Other Students, or Third Parties, January 2001
U.S. DOE, Office for Civil Rights Publication	Examples of Policies and Emerging Practices for Supporting Transgender Students, May 2016
Website	U.S. Department of Education, Office for Civil Rights
Website	CSBA
Website	California Department of Education

Cross References	**Description**
0410	Nondiscrimination In District Programs And Activities
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
1312.1	Complaints Concerning District Employees
1312.1	Complaints Concerning District Employees
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3-E(1)	Uniform Complaint Procedures
1312.3-E(2)	Uniform Complaint Procedures
3515.4	Recovery For Property Loss Or Damage
3515.4	Recovery For Property Loss Or Damage
3530	Risk Management/Insurance
3530	Risk Management/Insurance
4117.7	Employment Status Reports
4119.11	Sexual Harassment
4119.11	Sexual Harassment
4219.11	Sexual Harassment
4219.11	Sexual Harassment

4219.21	Professional Standards
4219.21-E(1)	Professional Standards
4231	Staff Development
4317.7	Employment Status Reports
4319.11	Sexual Harassment
4319.11	Sexual Harassment
4319.21	Professional Standards
4319.21-E(1)	Professional Standards
5125	Student Records
5125	Student Records
5131	Conduct
5131.2	Bullying
5131.2	Bullying
5131.5	Vandalism And Graffiti
5132	Dress And Grooming
5132	Dress And Grooming
5137	Positive School Climate
5138	Conflict Resolution/Peer Mediation
5141.4	Child Abuse Prevention And Reporting
5141.4	Child Abuse Prevention And Reporting
5141.52	Suicide Prevention
5141.52	Suicide Prevention
5144	Discipline
5144	Discipline
5144.1	Suspension And Expulsion/Due Process
5144.1	Suspension And Expulsion/Due Process
5144.2	Suspension And Expulsion/Due Process (Students With Disabilities)
5145.2	Freedom Of Speech/Expression
5145.2	Freedom Of Speech/Expression
5145.3	Nondiscrimination/Harassment
5145.3	Nondiscrimination/Harassment
5145.6	Parental Notifications
6142.8	Comprehensive Health Education
6142.8	Comprehensive Health Education
6145	Extracurricular And Cocurricular Activities
6145	Extracurricular And Cocurricular Activities
6145.2	Athletic Competition
6145.2	Athletic Competition
6163.4	Student Use Of Technology
6163.4-E(1)	Student Use Of Technology

TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES

Cautionary Notice: The following administrative regulation reflects federal Title IX regulations added by 85 Fed. Reg. 30026, effective August 14, 2020, which establish a process for investigating and resolving allegations of conduct that meets the federal definition of sexual harassment. The federal regulations preempt any conflicting state law or regulations, but the interaction between federal and state law is not always clear. Districts should consult legal counsel if questions about a potential conflict arise. Districts should also note that 18 states, including California, have sued the U.S. Department of Education to stop the implementation of these regulations. A preliminary injunction seeking to postpone the effective date of the regulations and prohibit their enforcement is currently pending. If the court grants the injunction, the following administrative regulation will not take effect.

Note: Title IX of the Education Amendments of 1972 (20 USC 1681-1688; 34 CFR 106.1-106.82) prohibits discrimination based on sex, including sexual harassment, and mandates that the district adopt and publish complaint procedures.

The following administrative regulation reflects the Title IX complaint procedure detailed in 34 CFR 106.44-106.45, as added by 85 Fed. Reg. 30026, which must be used, effective August 14, 2020, to address any complaint of sexual harassment that meets the definition in 34 CFR 106.30. Pursuant to 34 CFR 106.30, allegations of sexual harassment governed by these regulations include (1) a district employee conditioning the provision of a district aid, benefit, or service on an individual's participation in unwelcome sexual conduct; (2) unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the district's education program or activity; or (3) sexual assault, dating violence, domestic violence, or stalking as defined in 20 USC 1092 and 34 USC 12291. Alleged sexual harassment that does not meet this definition should be addressed through the district's uniform complaint procedures (UCP); see BP/AR 1312.3 - Uniform Complaint Procedures.

34 CFR 106.44 requires the district, when there is actual knowledge of sexual harassment in an education program or activity, to respond promptly in a manner that is not deliberately indifferent. 34 CFR 106.30 defines "actual knowledge" as notice of sexual harassment or allegations of sexual harassment being submitted to the district's Title IX Coordinator, any official of the district who has authority to institute corrective measures, or any employee of the district. A district is deliberately indifferent only if its response to Title IX sexual harassment is clearly unreasonable in light of the known circumstances.

Application of the Title IX complaint procedures to the facts of a specific complaint may implicate complicated questions about the intersection of state law, federal law, and, in cases involving employees, the applicable collective bargaining agreement. Districts with questions about specific complaints are strongly encouraged to consult legal counsel.

See BP/AR 5145.7 - Sexual Harassment for information about prohibited conduct, student instruction, required notifications, and processes for reporting sexual harassment.

TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES (continued)

The complaint procedures described in this administrative regulation shall be used to address any complaint governed by Title IX of the Education Amendments of 1972 alleging that a student was subjected to one or more of the following forms of sexual harassment: (34 CFR 106.30)

1. A district employee conditioning the provision of a district aid, benefit, or service on the student's participation in unwelcome sexual conduct

2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a student equal access to the district's education program or activity

3. Sexual assault, dating violence, domestic violence, or stalking as defined in 20 USC 1092 or 34 USC 12291

All other sexual harassment complaints shall be investigated and responded to pursuant to AR 1312.3 - Uniform Complaint Procedures.

(cf. 1312.3 - Uniform Complaint Procedures)

A report of sexual harassment shall be submitted directly to or forwarded to the district's Title IX Coordinator using the contact information listed in AR 5145.7 - Sexual Harassment.

(cf. 5145.7 - Sexual Harassment)

Upon receiving such a report, the Title IX Coordinator shall inform the complainant of the process for filing a formal complaint.

Note: Given the district's duty pursuant to 34 CFR 106.44 to respond to reports of sexual harassment in a manner that is not deliberately indifferent, the Title IX Coordinator should file a complaint in certain situations even when the victim chooses not to do so, including, but not limited to, when a safety threat exists.
In such cases, the alleged victim is not a party to the case, but will receive notices as required by the Title IX regulations at specific points in the complaint process.

Even if the alleged victim chooses not to file a formal complaint, the Title IX Coordinator shall file a formal complaint in situations in which a safety threat exists. In addition, the Title IX Coordinator may file a formal complaint in other situations as permitted under the Title IX regulations. In such cases, the alleged victim is not a party to the case, but will receive notices as required by the Title IX regulations at specific points in the complaint process.

A formal complaint, with the complainant's physical or digital signature, may be filed with the Title IX Coordinator in person, by mail, by email, or by any other method authorized by the district. (34 CFR 106.30)

The Superintendent or designee shall ensure that the Title IX Coordinator, investigator, decision-maker, or a facilitator of an informal resolution process does not have a conflict of interest or bias for or against

complainants or respondents generally or an individual complainant or respondent, and that such persons receive training in accordance with 34 CFR 106.45. (34 CFR 106.45)

Supportive Measures

Upon receipt of a report of Title IX sexual harassment, even if a formal complaint is not filed, the Title IX Coordinator shall promptly contact the complainant to discuss the availability of supportive measures which are nondisciplinary, nonpunitive, and do not unreasonably burden the other party. Such measures may include, but are not limited to, counseling, course-related adjustments, modifications of class schedules, mutual restrictions on contact, increased security, and monitoring of certain areas of the campus. The Title IX Coordinator shall consider the complainant's wishes with respect to supportive measures. (34 CFR 106.30, 106.44)

Emergency Removal from School

Note: Pursuant to Education Code 48900.2, a student in grades 4-12 may be suspended and/or expelled from school for sexual harassment. Districts should also note that Education Code 48915(c) requires the Superintendent or designee to recommend expulsion for any student, irrespective of grade, who commits sexual assault or battery as defined in the Penal Code. See AR 5144.1 - Suspension and Expulsion/Due Process.

34 CFR 106.44 allows a student to be removed in emergency situations as described below, but requires that a student should not be "disciplined" prior to a finding being made pursuant to the grievance process established by 34 CFR 106.45. Due to this inconsistency in state and federal law, districts are advised to consult legal counsel as to the manner of imposing an emergency removal.

On an emergency basis, the district may remove a student from the district's education program or activity, provided that the district conducts an individualized safety and risk analysis, determines that removal is justified due to an immediate threat to the physical health or safety of any student or other individual arising from the allegations, and provides the student with notice and an opportunity to challenge the decision immediately following the removal. This authority to remove a student does not modify a student's rights under the Individuals with Disabilities Education Act or Section 504 of the Rehabilitation Act of 1973. (34 CFR 106.44)

If a district employee is the respondent, the employee may be placed on administrative leave during the pendency of the formal complaint process. (34 CFR 106.44)

AR 5145.71(d)

TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES (continued)

Dismissal of Complaint

The Title IX Coordinator shall dismiss a formal complaint if the alleged conduct would not constitute sexual harassment as defined in 34 CFR 106.30 even if proved. The Title IX Coordinator shall also dismiss any complaint that did not occur in the district's education program or activity or did not occur against a person in the United States, and may dismiss a formal complaint if the complainant notifies the district in writing that the complainant would like to withdraw the complaint or any allegations in the complaint, the respondent is no longer enrolled or employed by the district, or sufficient circumstances prevent the district from gathering evidence sufficient to reach a determination with regard to the complaint. (34 CFR 106.45)

Upon dismissal, the Title IX Coordinator shall promptly, and simultaneously to the parties, send written notice of the dismissal and the reasons for the dismissal. (34 CFR 106.45)

If a complaint is dismissed on the grounds that the alleged conduct does not constitute sexual harassment as defined in 34 CFR 106.30, the conduct may still be addressed pursuant to BP/AR 1312.3 - Uniform Complaint Procedures as applicable.

Informal Resolution Process

When a formal complaint of sexual harassment is filed, the district may offer an informal resolution process, such as mediation, at any time prior to reaching a determination regarding responsibility. The district shall not require a party to participate in the informal resolution process or to waive the right to an investigation and adjudication of a formal complaint. (34 CFR 106.45)

The district may facilitate an informal resolution process provided that the district: (34 CFR 106.45)

1. **Provides the parties with written notice disclosing the allegations, the requirements of the informal resolution process, the right to withdraw from the informal process and resume the formal complaint process, and any consequences resulting from participating in the informal resolution process, including that records will be maintained or could be shared.**

2. **Obtains the parties' voluntary, written consent to the informal resolution process**

3. **Does not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student**

Formal Complaint Process

If a formal complaint is filed, the Title IX Coordinator shall provide the known parties with written notice of the following: (34 CFR 106.45)

1. **The district's complaint process, including any informal resolution process**

2. **The allegations potentially constituting sexual harassment with sufficient details known at the time, including the identity of parties involved in the incident if known, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident if known. Such notice shall be provided with sufficient time for the parties to prepare a response before any initial interview.**

   If, during the course of the investigation, the district investigates allegations about the complainant or respondent that are not included in the initial notice, the Title IX Coordinator shall provide notice of the additional allegations to the parties.

3. **A statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the complaint process**

4. The opportunity for the parties to have an advisor of their choice who may be, but is not required to be, an attorney, and the ability to inspect and review evidence

5. The prohibition against knowingly making false statements or knowingly submitting false information during the complaint process

Note: The following paragraph is optional. Although not required by law, a best practice is to provide notice to the parties of the name of the investigator, facilitator, and decision-maker in order to give the parties an opportunity to raise concerns of conflict of interest or bias as prohibited by 34 CFR 106.45.

The above notice shall also include the name of the investigator, facilitator of an informal process, and decision-maker and shall provide either party with no less than three calendar days to raise concerns of conflict of interest or bias regarding any of these persons.

Note: Pursuant to 34 CFR 106.45, when investigating a formal complaint, the burden of proof rests on the district and not on the parties. However, the district must obtain the party's voluntary, written consent to access, consider, disclose, or otherwise use a party's records that are maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional, which are made and maintained in connection with the provision of treatment to the party.

TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES (continued)

34 CFR 106.45 authorizes, but does not require, the district to conduct a live hearing at which each party's advisor may ask the other party and any witnesses all relevant questions and follow-up questions. If the district chooses to include such a hearing as a component of its complaint procedure, the following list should be modified to include requirements for the hearing in accordance with 34 CFR 106.45.

During the investigation process, the district shall: (34 CFR 106.45)

1. Provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence

2. Not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence

3. Provide the parties with the same opportunities to have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice, who may be, but is not required to be, an attorney

4. Not limit the choice or presence of an advisor for either the complainant or respondent in any meeting or grievance proceeding, although the district may establish restrictions regarding the extent to which the advisor may participate in the proceedings as long as the restrictions apply equally to both parties

5. Provide, to a party whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of all investigative interviews or other meetings, with sufficient time for the party to prepare to participate

6. Send in an electronic format or hard copy to both parties and their advisors, if any, the evidence that is directly related to the allegations raised in the complaint, and provide the parties at least 10

days to submit a written response for the investigator to consider prior to the completion of the investigative report

7. Objectively evaluate all relevant evidence, including both inculpatory and exculpatory evidence, and determine credibility in a manner that is not based on a person's status as a complainant, respondent, or witness

8. Create an investigative report that fairly summarizes relevant evidence and, at least 10 days prior to the determination of responsibility, send to the parties and their advisors, if any, the investigative report in an electronic format or a hard copy, for their review and written response

TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES (continued)

9. After sending the investigative report to the parties and before reaching a determination regarding responsibility, afford each party the opportunity to submit written, relevant questions that the party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party

Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence are offeredto prove that someone other than the respondent committed the conduct alleged by the complainant or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent.

Privacy rights of all parties to the complaint shall be maintained in accordance with applicable state and federal laws.

Note: Districts with questions about the application of a collective bargaining agreement in the context of a Title IX investigation should consult legal counsel.

If the complaint is against an employee, rights conferred under an applicable collective bargaining agreement shall be applied to the extent they do not conflict with the Title IX requirements.

Written Decision

Note: Pursuant to 34 CFR 106.45, the person designated as the decision-maker of the determination of responsibility cannot be the same person designated as the Title IX Coordinator, an investigator, or the person who considers appeals. The following paragraph may be revised to reflect the position designated by the district to provide a written determination of responsibility. While designation decisions will depend on the size of the district, a best practice is to designate an upper-level administrator as the decision-maker and designate the Superintendent as the person to consider appeals.

The Superintendent shall designate an employee as the decision-maker to determine responsibility for the alleged conduct, who shall not be the Title IX Coordinator or a person involved in the investigation of the matter. (34 CFR 106.45)

The decision-maker shall issue, and simultaneously provide to both parties, a written decision as to whether the respondent is responsible for the alleged conduct. (34 CFR 106.45)

Note: 34 CFR 106.45 requires that the district's complaint process include a "reasonably prompt" timeframe for concluding the complaint process, but does not specify the number of days within which the final decision must be issued. The following paragraph specifies a 45-day period so that, in

the event it is determined that the alleged conduct does not meet the definition of sexual harassment pursuant to Title IX regulations, there will be time for the district to complete the resolution of the complaint through uniform complaint procedures within the required 60-day period for that process. Districts may revise the following paragraph to include a different timeline as long as it would satisfy the requirement to act promptly.

The written decision shall be issued within 45 calendar days of the receipt of the complaint.

The timeline may be temporarily extended for good cause with written notice to the complainant and respondent of the extension and the reasons for the action. (34 CFR 106.45)

Note: 34 CFR 106.45 mandates that the district's complaint procedures state whether the district's determination of responsibility will be based on a "preponderance of evidence" standard or "clear and convincing evidence" standard. The following paragraph reflects the "preponderance of evidence" standard, which is a less stringent standard to prove misconduct, and should be revised if the district chooses to use a "clear and convincing evidence" standard. The standard selected by the district must be applied uniformly for all Title IX sexual harassment complaints. The district should consult with legal counsel in determining which standard to use.

In making this determination, the district shall use the "preponderance of the evidence" standard for all formal complaints of sexual harassment. The same standard of evidence shall be used for formal complaints against students as for complaints against employees. (34 CFR 106.45)

The written decision shall include the following: (34 CFR 106.45)

1. **Identification of the allegations potentially constituting sexual harassment as defined in 34 CFR 106.30**

2. **A description of the procedural steps taken from receipt of the formal complaint through the written decision, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather other evidence, and hearings held if the district includes hearings as part of the grievance process**

3. **Findings of fact supporting the determination**

4. **Conclusions regarding the application of the district's code of conduct to the facts**

5. **A statement of, and rationale for, the result as to each allegation, including a decision regarding responsibility, any disciplinary sanctions the district imposes**

on the respondent, and whether remedies designed to restore or preserve equal access to the district's educational program or activity will be provided by the district to the complainant

6. The district's procedures and permissible bases for the complainant and respondent to appeal

Appeals

Note: 34 CFR 106.45 allows either the complainant or respondent to appeal the district's decision. The district may revise the following section to reflect applicable timelines established by the district.

The following section should also be revised to identify the person who has been designated as the decision-maker(s) for the appeal. Pursuant to 34 CFR 106.45, the decision-maker for the appeal cannot be the same person as the decision maker that reached the determination regarding responsibility or dismissal, the investigator(s), or the Title IX Coordinator.

Either party may appeal the district's decision or dismissal of a formal complaint or any allegation in the complaint, if the party believes that a procedural irregularity affected the outcome, new evidence is available that could affect the outcome, or a conflict of interest or bias by the Title IX Coordinator, investigator(s), or decision-maker(s) affected the outcome. If an appeal is filed, the district shall: (34 CFR 106.45)

1. Notify the other party in writing when an appeal is filed and implement appeal procedures equally for both parties

2. Ensure that the decision-maker(s) for the appeal is trained in accordance with 34 CFR 106.45 and is not the same decision-maker(s) who reached the determination regarding responsibility or dismissal, the investigator(s), or the Title IX Coordinator

3. Give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome

4. Issue a written decision describing the result of the appeal and the rationale for the result

5. Provide the written decision simultaneously to both parties

An appeal must be filed in writing within 10 calendar days of receiving the determination, stating the grounds for the appeal and including any relevant documentation in support of the appeal. Appeals submitted after this deadline are not timely and shall not be considered. Either party has the right to file a complaint with the U.S. Department of Education's Office for Civil Rights.

A written decision shall be provided to the parties within 20 calendar days from the receipt of the appeal.

Remedies

Note: 34 CFR 106.45 mandates that the district's Title IX complaint process list, or describe the range of, possible remedies that the district may implement following any determination of responsibility. The following section may be revised to reflect district practice.

When a determination of responsibility for sexual harassment has been made against the respondent, the district shall provide remedies to the complainant. Such remedies may include the same individualized services described above in the section "Supportive Measures," but need not be nondisciplinary or nonpunitive and need not avoid burdening the respondent. (34 CFR 106.45)

Corrective/Disciplinary Actions

The district shall not impose any disciplinary sanctions or other actions against a respondent, other than supportive measures as described above in the section "Supportive Measures," until the complaint procedure has been completed and a determination of responsibility has been made. (34 CFR 106.44)

For students in grades 4-12, discipline for sexual harassment may include suspension and/or expulsion. After the completion of the complaint procedure, if it is determined that a student at any grade level has committed sexual assault or sexual battery at school or at a school activity off school grounds, the principal or Superintendent shall immediately suspend the student and shall recommend expulsion. (Education Code 48900.2, 48915)

(cf. 5144 - Discipline)
(cf. 5144.1 - Suspension and Expulsion/Due Process)

Other actions that may be taken with a student who is determined to be responsible for sexual harassment include, but are not limited to:

1. Transfer from a class or school as permitted by law

2. Parent/guardian conference

3. Education of the student regarding the impact of the conduct on others

4. Positive behavior support

5. Referral of the student to a student success team

(cf. 6164.5 - Student Success Teams)

6. Denial of participation in extracurricular or cocurricular activities or other privileges as permitted by law

(cf. 6145 - Extracurricular and Cocurricular Activities)

When an employee is found to have committed sexual harassment or retaliation, the district shall take appropriate disciplinary action, up to and including dismissal, in accordance with applicable law and collective bargaining agreement.

(cf. 4117.7/4317.7 - Employment Status Report)
(cf. 4118 - Dismissal/Suspension/Disciplinary Action)
(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)
(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

Record-Keeping

The Superintendent or designee shall maintain for a period of seven years a record of all reported cases and Title IX investigations of sexual harassment, any determinations of responsibility, any audio or audiovisual recording and transcript if applicable, any disciplinary sanctions imposed, any remedies provided to the complainant, any appeal or informal resolution and the results therefrom, and responses made pursuant to 34 CFR 106.44. (34 CFR 106.45)

The Superintendent or designee shall also maintain for a period of seven years all materials used to train the Title IX Coordinator, investigator(s), decision-maker(s), and any person who facilitates an informal resolution process. The district shall make such training materials publicly available on its web site, or if the district does not maintain a web site, available upon request by members of the public. (34 CFR 106.45)

(cf. 3580 - District Records)

Legal Reference: (see next page)

TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES (continued)

Legal Reference:
EDUCATION CODE
200-262.4 Prohibition of discrimination on the basis of sex
48900 Grounds for suspension or expulsion
48900.2 Additional grounds for suspension or expulsion; sexual harassment
48985 Notices, report, statements and records in primary language
CIVIL CODE
51.9 Liability for sexual harassment; business, service and professional relationships
1714.1 Liability of parents/guardians for willful misconduct of minor
GOVERNMENT CODE
12950.1 Sexual harassment training
CODE OF REGULATIONS, TITLE 5
4600-4670 Uniform complaint procedures
4900-4965 Nondiscrimination in elementary and secondary education programs
UNITED STATES CODE, TITLE 20
1092 Definition of sexual assault
1221 Application of laws

1232g Family Educational Rights and Privacy Act
1681-1688 Title IX of the Education Amendments of 1972
UNITED STATES CODE, TITLE 34
12291 Definition of dating violence, domestic violence, and stalking
UNITED STATES CODE, TITLE 42
1983 Civil action for deprivation of rights
2000d-2000d-7 Title VI, Civil Rights Act of 1964
2000e-2000e-17 Title VII, Civil Rights Act of 1964 as amended
CODE OF FEDERAL REGULATIONS, TITLE 34
99.1-99.67 Family Educational Rights and Privacy
106.1-106.82 Nondiscrimination on the basis of sex in education programs
COURT DECISIONS
Donovan v. Poway Unified School District, (2008) 167 Cal.App.4th 567
Flores v. Morgan Hill Unified School District, (2003, 9th Cir.) 324 F.3d 1130
Reese v. Jefferson School District, (2000, 9th Cir.) 208 F.3d 736
Davis v. Monroe County Board of Education, (1999) 526 U.S. 629
Gebser v. Lago Vista Independent School District, (1998) 524 U.S. 274
Oona by Kate S. v. McCaffrey, (1998, 9th Cir.) 143 F.3d 473
Doe v. Petaluma City School District, (1995, 9th Cir.) 54 F.3d 1447

Management Resources: (see next page)

TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES (continued)

Management Resources:
CSBA PUBLICATIONS
Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender-Nonconforming Students, Policy Brief, February 2014
Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011
U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS
Q&A on Campus Sexual Misconduct, September 2017
Examples of Policies and Emerging Practices for Supporting Transgender Students, May 2016
Dear Colleague Letter: Title IX Coordinators, April 2015
Sexual Harassment: It's Not Academic, September 2008
Revised Sexual Harassment Guidance: Harassment of Students by School Employees, Other Students, or Third Parties, January 2001
WEB SITES
CSBA: http://www.csba.org
California Department of Education: http://www.cde.ca.gov
U.S. Department of Education, Office for Civil Rights: http://www.ed.gov/about/offices/list/ocr

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CSBA Sample
Exhibit

TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES

Note: 34 CFR 106.8 requires the district to provide notice to students and parents/guardians of its policy prohibiting sexual harassment and its grievance procedures that provide for the prompt and equitable resolution of sexual harassment complaints. The following exhibit presents a sample notification that meets these requirements and may be modified to reflect district practice. For a sample notice for employees, bargaining units, and applicants for employment, see E 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures.

Pursuant to 34 CFR 106.8, the district must provide the Title IX Coordinator's contact information on its web site and in any handbook for students or parents/guardians. In addition, state law (Education Code 231.5, 231.6, 234.6, and 48980) requires distribution of the district's sexual harassment policy through the parental notification at the beginning of the school year, in any orientation program for new and continuing students, in any publication of rules of student conduct, and by posting the policy on the district's web site, in school offices, and in a poster displayed in locker rooms and bathrooms.

NOTICE OF TITLE IX SEXUAL HARASSMENT POLICY

The Code of Federal Regulations, Title 34, Section 106.8 requires the district to issue the following notification to students at all grade levels and their parents/guardians:

The district does not discriminate on the basis of sex in any education program or activity that it operates. The prohibition against discrimination on the basis of sex is required by federal law (20 USC 1681-1688; 34 CFR Part 106) and extends to employment. The district also prohibits retaliation against any student for filing a complaint or exercising any right granted under Title IX.

Title IX requires a school district to take immediate and appropriate action to address any potential Title IX violations that are brought to its attention. Any inquiries about the application of Title IX, this notice, and who is protected by Title IX may be referred to the district's Title IX Coordinator, to the Assistant Secretary for Civil Rights of the U.S. Department of Education or both.

Note: The district should enter the name/title and contact information of the district's Title IX Coordinator below. Such information should be consistent with the person/position identified in AR 5145.7 - Sexual Harassment.

The district has designated and authorized the following employee as the district's Title IX Coordinator to address concerns or inquiries regarding discrimination on the basis of sex, including sexual harassment, sexual assault, dating violence, domestic violence, and stalking:

TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES (continued)

_____

(name and/or title/position)

(*address*)

(*telephone number*)

(*email address*)

Note: The district may expand the following paragraph to include other means of contact or reporting methods available in the district, such as online submission forms or mobile applications.

Pursuant to 34 CFR 106.8, the district must provide notice to employees, bargaining units, and job applicants of the district's grievance procedures and process, including how to report or file a formal complaint of sexual discrimination and/or harassment, and how the district will respond.

Any individual may report sex discrimination, including sexual harassment, to the Title IX Coordinator or any other school employee at any time, including during non-business hours, by mail, phone, or email. During district business hours, reports may also be made in person. Upon receiving an allegation of sexual harassment, the Title IX Coordinator will promptly notify the parties, in writing, of the applicable district complaint procedure.

To view an electronic copy of the district's policies and administrative regulations on sexual harassment, including the grievance process that complies with 34 CFR 106.45, please see BP/AR 5145.7 - Sexual Harassment and AR 5145.71 - Title IX Sexual Harassment Complaint Procedures on the district's web site at _____(*insert website link*)_____.

To inspect or obtain a copy of the district's sexual harassment policies and administrative regulations, please contact:_____(*insert location/phone/email of contact person*) _____.

Materials used to train the Title IX Coordinator, investigator(s), decision-maker(s), and any person who facilitates an informal resolution process are also publicly available on the district's web site or at the district office upon request.

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PRESCHOOL/EARLY CHILDHOOD EDUCATION

Note: The following **optional** policy may be used by districts that operate their own preschool/early childhood education programs and/or collaborate to provide preschool opportunities within the community. CSBA's publication What Boards of Education Can Do about Kindergarten Readiness provides information about characteristics of effective preschool programs and actions that the district and Governing Board can take to encourage and/or provide high-quality preschool education. ~~Education Code 8492, as added by AB 1808 (Ch. 32, Statutes of 2018), establishes the Early Education Expansion Program to provide grants for the purpose of increasing access to inclusive early care and education programs for children with and without disabilities.~~

The Governing Board recognizes the value of high-quality preschool experiences to enhance children's social-emotional development, knowledge, skills, abilities, and attributes necessary for a successful transition into the elementary education program. The Board desires to provide children ages 3-4 years access to developmentally appropriate activities in a safe, adequately supervised, and cognitively rich environment.

Note: The following **optional** paragraphs may be used by all districts, regardless of whether they provide their own preschool programs, and may be revised to reflect district practice.

Education Code 8499-8499.7 establish county-level child care and development planning councils, with members selected by the County Board of Supervisors and County Superintendent of Schools, to identify local priorities for child care, including preschool programs, and to develop policies to meet identified needs; see BP 5148 - Child Care and Development. Such councils may also develop centralized student eligibility lists; see section on "~~Eligibility and~~ Enrollment **Priority**" in the accompanying administrative regulation.

The Superintendent or designee shall collaborate with the local child care and development planning council, the county office of education, other public agencies, organizations, and/or private preschool providers to assess the availability of preschool programs in the community and the extent to which the community's preschool needs are being met. The Board encourages the development of a comprehensive districtwide and/or countywide plan to increase children's access to high-quality preschool programs.

(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)
(cf. 1700 - Relations Between Private Industry and the Schools)
(cf. 5148 - Child Care and Development)

The Superintendent or designee shall provide information about preschool options in the community to parents/guardians upon request.

District Preschool Programs

Note: The following **optional** section is for use by districts that choose to provide preschool/early childhood education programs for children ages 3-4 years and should be revised to reflect district practice.

The district may contract with the California Department of Education (CDE) to offer a program through the California State Preschool Program (CSPP) pursuant to Education Code 8235-8239.1. The CSPP consolidates a number of state programs that serve children ages 3-4, including state preschool programs (Education Code 8235-8237), family literacy programs (Education Code 8238-8238.4), and general child care and development programs to the extent that they serve children ages 3-4 (Education Code 8240-8244). Children ages 3-4 years from low-income or otherwise disadvantaged families may be eligible for subsidized services. See the accompanying administrative regulation for major program requirements for CSPP.

Preschool programs may also receive funding through the state migrant child care and development program (Education Code 8230-8233), child care and development services for children with special needs program (Education Code 8250-8252), federal Head Start program (42 USC 9831-9852), Title I preschool program (20 USC 6311-6322), or other funding sources available to the district.

When the Board determines that it is feasible, the district may contract with the California Department of Education (CDE) to provide preschool services in facilities at or near district schools, either directly or through a subcontract with a public or private provider.

Note: ~~Beginning July 1, 2019 or upon the adoption of emergency regulations, whichever comes first, Health and Safety Code 1596.792, as amended by AB 99 (Ch. 15, Statutes of 2017) and AB 1808 (Ch. 32, Statutes of 2018), exempts CSPP programs from specified licensure and regulation requirements if they~~ **Pursuant to Health and Safety Code 1596.792, CSPP programs that** are operated in a school building by a school district under contract with CDE **are exempted** from ~~specified~~ licensure and regulation requirements **of Health and Safety Code 1596.70-1597.21**. However, such CSPP programs are required to comply with other specified health and safety requirements**, including the Field Act, California Building Standards Code, requirements for kindergarten classrooms specified in 5 CCR 14001-14306, and requirements for CSPP programs specified in 5 CCR 18000-18308**.

District preschool programs shall comply with all health and safety laws and regulations, including, when applicable, licensure requirements pursuant to 22 CCR 101156.

Note: 5 CCR 18130 specifies the state regulations for child care and development programs that are applicable to CSPP programs, including the requirement in 5 CCR 18271 that the Board approve a written philosophical statement, goals, and objectives addressing each program component specified in 5 CCR 18272-18281. See the accompanying administrative regulation and AR 5148 - Child Care and Development for further information about these required program components.

The Board shall approve, for the district's preschool program, a written philosophical statement, goals, and objectives that reflect the cultural and linguistic characteristics of the families to be served and address the program components specified in 5 CCR 18272-18281 and the accompanying administrative regulation. (5 CCR 18271)

The Board shall set priorities for establishing or expanding services as resources become available, giving consideration to the benefits of providing early education programs for at-risk children and/or children residing in the attendance areas of the lowest performing district schools.

(cf. 6171 - Title I Programs)

Preschool classroom needs shall be addressed in the district's facilities master plan, including an assessment as to whether adequate and appropriate space exists on school sites. As necessary, the Superintendent or designee shall provide information to the Board regarding facilities financing options for preschool classrooms and/or facilities available through partnering organizations or agencies.

(cf. 1330.1 - Joint Use Agreements)
(cf. 7110 - Facilities Master Plan)
(cf. 7210 - Facilities Financing)

Because parents/guardians are essential partners in supporting the development of their children, the Superintendent or designee shall involve them in program planning.

(cf. 5020 - Parent Rights and Responsibilities)
(cf. 6020 - Parent Involvement)

Note: The following **optional** paragraph provides for coordination of the preschool program with the transitional kindergarten (TK) program and may be revised to reflect district practice. Pursuant to Education Code 48000, children whose fifth birthday is between September 2 and December 2 must be offered a TK program which operates as the first year of a two-year kindergarten program; see BP 6170.1 - Transitional Kindergarten.

The Superintendent or designee shall coordinate the district's preschool program, transitional kindergarten program (TK), and elementary education program to provide a developmental continuum that builds upon children's growing skills and knowledge.

(cf. 6011 - Academic Standards)
(cf. 6170.1 - Transitional Kindergarten)

Note: CDE has developed voluntary "preschool learning foundations" which describe the knowledge, skills, and competencies that children are expected to exhibit as they complete their first or second year of preschool. These standards address essential skills in the subject areas listed below. The standards and companion preschool curriculum frameworks are available on CDE's web site.

The district's program shall be aligned with preschool learning foundations and curriculum frameworks developed by CDE which identify the knowledge, skills, and competencies that children typically attain as they complete their first or second year of preschool. The program shall be designed to facilitate children's development in essential skills in the areas of language and literacy, mathematics, physical development, health, visual and performing arts, science, history-social science, English language development, and social-emotional development.

PRESCHOOL/EARLY CHILDHOOD EDUCATION (continued)

The district's preschool program shall provide appropriate services to support the needs of at-risk children.

(cf. 0415 - Equity)
(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)
(cf. 6173 - Education for Homeless Children)
(cf. 6173.1 - Education for Foster Youth)
(cf. 6173.2 - Education of Children of Military Families)
(cf. 6174 - Education for English Learners)
(cf. 6175 - Migrant Education Program)

To maximize the ability of children to succeed in the preschool program, the program shall support children's health through proper nutrition and physical activity and shall provide or make referrals to available health and social services as needed.

(cf. 3550 - Food Services/Child Nutrition Program)
(cf. 5030 - Student Wellness)
(cf. 5141.31 - Immunizations)
(cf. 5141.32 - Health Screening for School Entry)
(cf. 5141.6 - School Health Services)

The district shall encourage volunteerism in the program and shall communicate frequently with parents/guardians of enrolled children regarding their child's progress.

(cf. 1240 - Volunteer Assistance)

Note: The Commission on Teacher Credentialing issues permits for child development program directors, site supervisors, master teachers, teachers, associate teachers, and assistants pursuant to criteria established in Education Code 8360-8370 and 5 CCR 80105-80125. The district may request from CDE a waiver of the qualification requirements for a site supervisor upon demonstration of a compelling need, in accordance with Education Code 8208(aa) and 5 CCR 18295.

Health and Safety Code 1596.7995 requires that employees and volunteers at a day care center be immunized against influenza, pertussis, and measles, with specified exemptions. In addition, Health and Safety Code 1597.055 requires that teachers in a day care center obtain a tuberculosis clearance. See the accompanying administrative regulation.

Education Code 8450 authorizes the district to create a reserve fund and use 10 percent of it for purposes of professional development for CSPP instructional staff. Professional development resources pertaining to preschool/early childhood education are available through CDE and organizations such as the California Preschool Instructional Network.

The Superintendent or designee shall ensure that administrators, teachers, and paraprofessionals in district preschool programs possess the appropriate permit(s) issued by the Commission on Teacher Credentialing, meet any additional qualifications established by the Board, and participate in professional development opportunities designed to continually enhance their knowledge and skills.

(cf. 4112.2 - Certification)
(cf. 4112.4/4212.4/4312.4 - Health Examinations)
(cf. 4112.5/4212.5/4312.5 - Criminal Record Check)
(cf. 4131 - Staff Development)
(cf. 4222 - Teacher Aides/Paraprofessionals)
(cf. 4231 - Staff Development)
(cf. 4331 - Staff Development)

Note: Pursuant to 5 CCR 18130, CSPP programs are subject to the requirements of 5 CCR 18105. 5 CCR 18105 **mandates** that districts offering a CSPP program develop written admissions policies and procedures that conform to the requirements of 22 CCR 101218, as provided in the following paragraph. See the accompanying administrative regulation for additional language that fulfills this mandate.

Preschool admissions policies and procedures shall be in writing and available to the public. Such policies and procedures shall include criteria designating those children whose needs can be met by the program and services, the ages of children who will be accepted, program activities, any supplementary services provided, any field trip provisions, any transportation arrangements, food service provisions, and a health examination requirement. (CCR 18105; 22 CCR 101218)

Note: Education Code 8263 and 5 CCR 18106 establish eligibility criteria and priorities for subsidized preschool services, as provided below and in the accompanying administrative regulation.

Eligibility is generally limited to children who reside within district boundaries. However, Education Code 8322 and 5 CCR 18107 authorize the Board to enter into an agreement with the boards of other districts to serve children who reside within those districts. The district may revise the following paragraph to reflect any such agreement approved by the Board.

The Superintendent or designee shall ensure that subsidized preschool is provided to eligible families to the extent that state and/or federal funding is available and shall establish enrollment priorities in accordance with Education Code 8263 and 5 CCR 18106.

Note: The following paragraph is **optional**. Pursuant to Education Code 8235, programs operated under the CSPP are part-day programs only. Education Code 8239 encourages the provision of "wraparound child care services" which combine part-day preschool and general child care services to provide a full day of services for qualifying families. See the accompanying administrative regulation for program requirements.

The Superintendent or designee shall recommend strategies to link the district's preschool program with other available child care and development programs in the district or community in order to assist families whose child care needs extend beyond the length of time that the district's part-day preschool program is offered.

Note: 5 CCR 18279-18281 require an annual evaluation using CDE's standardized "Desired Results for Children and Families" system. The system requires a self-evaluation that includes, but is not limited to, an assessment of the program by staff and the Board, a parent survey, and an environment rating scale using

PRESCHOOL/EARLY CHILDHOOD EDUCATION (continued)

forms selected by CDE. In addition, every three years, CDE conducts a Federal Program Monitoring/Contract Monitoring Review (FPM/CMR) process with each contract agency which reviews compliance with program requirements. The FPM/CMR instrument is available on CDE's web site.

Education Code 8203.1 establishes the early learning quality rating and improvement system (QRIS) block grant to support continuous local improvement efforts that increase the number of low-income children in high-quality preschool programs. Grant funds may be awarded to eligible local consortia, which then allocate funds to districts and other agencies contracting to provide CSPP programs. Pursuant to Education Code 8203.1, QRIS is based on a tiered rating structure with progressively higher quality standards for each tier. It is designed to (1) provide supports and incentives for programs, teachers, and administrators to reach higher levels of quality; (2) monitor and evaluate program impacts on child outcomes; and (3) disseminate information to parents/guardians and the public about program quality. For further information about the QRIS block grant, see CDE's web site and its publication Dream Big for Our Youngest Children.

The Superintendent or designee shall develop and implement an annual plan of evaluation which conforms to state requirements. (5 CCR 18279)

Note: ~~The following paragraph may be revised to reflect programs offered by the district. Education Code 8235.5, as added by AB 1808 (Ch. 32, Statutes of 2018), requires CSPP programs that are exempt from licensing pursuant to Health and Safety Code 1596.792 to utilize district complaint procedures, with modifications as necessary, to resolve any deficiencies related to the CSPP health and safety requirements of Health and Safety Code 1596.7925. The bill summary clarifies that the Williams uniform complaint procedures established pursuant to 5 CCR 4680-4687 are the applicable procedures. See BP/AR 1312.4 - Williams Uniform Complaint Procedures.~~ **The following paragraph is for use by districts that offer a CSPP program and may be revised to reflect the type(s) of programs offered by the district. Education Code 8235.5 requires districts to use the uniform complaint procedures, with modifications as necessary, to investigate and resolve health and safety complaints in license-exempt CSPP programs. 5 CCR 4610 requires that such complaints be addressed through the procedures described in 5 CCR 4690-4694, as added by Register 2020, No. 21. See BP/AR 1312.3 - Uniform Complaint Procedures.**

The district's ~~Williams~~ uniform complaint procedures, with modifications as necessary, shall be used to investigate and resolve complaints alleging violation of applicable health or safety requirements for license-exempt programs operating under the California State Preschool Program. However, licensed programs shall refer complaints alleging health and safety violations to the California Department of Social Services. (Education Code 8235.5; 5 CCR 4610, 4611**, 4690-4694**)

~~*(cf. 1312.4 - Williams Uniform Complaint Procedures)*~~
(cf. 1312.3 - Uniform Complaint Procedures)

The Superintendent or designee shall regularly report to the Board regarding enrollment in district preschool programs and the effectiveness of the programs in preparing preschoolers for transition into the elementary education program.

(cf. 0500 - Accountability)

Legal Reference: (see next page)

PRESCHOOL/EARLY CHILDHOOD EDUCATION (continued)

Legal Reference:

EDUCATION CODE
8200-8499.10 Child Care and Development Services Act, especially:
8200-8209 General provisions for child care and development services
8230-8233 Migrant child care and development program
8235-8239.1 California State Preschool Program
8240-8244 General child care and development programs
8250-8252 Programs for children with special needs
8263 Eligibility and priorities for subsidized child development services
8263.3 Disenrollment of families due to reduced funding levels
8264.8 Center-based child care programs, staffing ratios
8273.1 Family fees
8360-8370 Personnel qualifications
8400-8409 Contracts, administrative appeal procedure
8493-8498 Facilities, capital outlay
8499.3-8499.7 Local child care and development planning councils
44065 Interchange between certificated and classified positions
44256 Credential types
48000 Transitional kindergarten
48985 Notification, primary language other than English
HEALTH AND SAFETY CODE
1596.70-1596.895 California Child Day Care Act
1596.90-1597.21 Day care centers
120325-120380 Immunization requirements
CODE OF REGULATIONS, TITLE 5
~~*4680-4687 Williams uniform complaint procedures*~~
4600-4670 Uniform complaint procedures
4690-4694 Health and safety complaints in license-exempt preschool programs
18000-18434 Child care and development programs, especially:
18130-18136 California State Preschool Program
18295 Waiver of qualifications for site supervisor
80105-80125 Permits authorizing service in child development programs
CODE OF REGULATIONS, TITLE 22
101151-101239.2 General requirements, licensed child care centers, especially:
101151-101163 Licensing and application procedures

101212-101231 Continuing requirements
101237-101239.2 Facilities and equipment
UNITED STATES CODE, TITLE 20
1400-1482 Individuals with Disabilities Education Act
6311-6322 Title I, relative to preschool
6371-6376 Early Reading First
6381-6381k Even Start family literacy programs
6391-6399 Education of migratory children
UNITED STATES CODE, TITLE 42
9831-9852c Head Start programs
9857-9858r Child Care and Development Block Grant
CODE OF FEDERAL REGULATIONS, TITLE 45
1301.1-1305.2 Head Start

Management Resources: (see next page)

PRESCHOOL/EARLY CHILDHOOD EDUCATION (continued)

Management Resources:
CSBA PUBLICATIONS
What Boards of Education Can Do About Kindergarten Readiness, Governance Brief, May 2016
CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS
California Preschool Learning Foundations
Dream Big for Our Youngest Children: Final Report of the California Early Learning Quality Improvement System Advisory Committee, 2010
Preschool English Learners: Principles and Practices to Promote Language, Literacy, and Learning, 2nd ed., 2009
Prekindergarten Learning Development Guidelines, 2000
First Class: A Guide for Early Primary Education, 1999
U.S. DEPARTMENT OF EDUCATION PUBLICATIONS
Policy Statement on Expulsion and Suspension Policies in Early Childhood Settings, 2016
Good Start, Grow Smart, April 2002
WEB SITES
CSBA: http://www.csba.org
California Association for the Education of Young Children: http://www.caeyc.org
California County Superintendents Educational Services Association: http://www.ccsesa.org
California Department of Education: http://www.cde.ca.gov
California Head Start Association: http://caheadstart.org
California Preschool Instructional Network: http://www.cpin.us
Child Development Policy Institute: http://www.cdpi.net
Cities, Counties, and Schools Partnership: http://www.ccspartnership.org
First 5 Association of California: http://www.ccfc.ca.gov
National Institute for Early Education Research: http://nieer.org
U.S. Department of Education: http://www.ed.gov

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Board Policy Manual
San Ysidro School District

Policy 5148.3: Preschool/Early Childhood Education

Status: ADOPTED

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

The Board of Education recognizes the value of high-quality preschool experiences to enhance children's social-emotional development, knowledge, skills, abilities, and attributes necessary for a successful transition into the elementary education program. The Board desires to provide children ages 3-4 years access to developmentally appropriate activities in a safe, adequately supervised, and cognitively rich environment.

The Superintendent or designee shall provide information about preschool options in the community to parents/guardians upon request.

District Preschool Programs

When the Board determines that it is feasible, the district may contract with the California Department of Education (CDE) to provide preschool services in facilities at or near district schools, either directly or through a subcontract with a public or private provider.

District preschool programs shall comply with all health and safety laws and regulations, including, when applicable, licensure requirements pursuant to 22 CCR 101156.

The Board shall approve, for the district's preschool program, a written philosophical statement, goals, and objectives that reflect the cultural and linguistic characteristics of the families to be served and address the program components specified in 5 CCR 18272-18281 and the accompanying administrative regulation. (5 CCR 18271)

The Board shall set priorities for establishing or expanding services as resources become available, giving consideration to the benefits of providing early education programs for at-risk children and/or children residing in the attendance areas of the lowest performing district schools.

Preschool classroom needs shall be addressed in the district's facilities master plan, including an assessment as to whether adequate and appropriate space exists on school sites. As necessary, the Superintendent or designee shall provide information to the Board regarding facilities financing options for preschool classrooms and/or facilities available through partnering organizations or agencies.

Because parents/guardians are essential partners in supporting the development of their children, the Superintendent or designee shall involve them in program planning.

The Superintendent or designee shall coordinate the district's preschool program, transitional kindergarten program (TK), and elementary education program to provide a developmental continuum that builds upon children's growing skills and knowledge.

The district's program shall be aligned with preschool learning foundations and curriculum frameworks developed by CDE which identify the knowledge, skills, and competencies that children typically attain as they complete their first or second year of preschool. The program shall be designed to facilitate children's development in essential skills in the areas of language and literacy, mathematics, physical development, health, visual and performing arts, science, history-social science, English language development, and social-emotional development.

The district's preschool program shall provide appropriate services to support the needs of at-risk children.

To maximize the ability of children to succeed in the preschool program, the program shall support children's health through proper nutrition and physical activity and shall provide or make referrals to available health and social services as needed.

The district shall encourage volunteerism in the program and shall communicate frequently with parents/guardians of enrolled children regarding their child's progress.

The Superintendent or designee shall ensure that administrators, teachers, and paraprofessionals in district preschool programs possess the appropriate permit(s) issued by the Commission on Teacher Credentialing, meet any additional qualifications established by the Board, and participate in professional development opportunities designed to continually enhance their knowledge and skills.

Preschool admissions policies and procedures shall be in writing and available to the public. Such policies and procedures shall include criteria designating those children whose needs can be met by the program and services, the

ages of children who will be accepted, program activities, any supplementary services provided, any field trip provisions, any transportation arrangements, food service provisions, and a health examination requirement. (CCR 18105; 22 CCR 101218)

The Superintendent or designee shall ensure that subsidized preschool is provided to eligible families to the extent that state and/or federal funding is available and shall establish enrollment priorities in accordance with Education Code 8263 and 5 CCR 18106.

The Superintendent or designee shall develop and implement an annual plan of evaluation which conforms to state requirements. (5 CCR 18279)

The district's Williams uniform complaint procedures, with modifications as necessary, shall be used to investigate and resolve complaints alleging violation of applicable health or safety requirements for license-exempt programs operating under the California State Preschool Program. However, licensed programs shall refer complaints alleging health and safety violations to the California Department of Social Services. (Education Code 8235.5; 5 CCR 4610, 4611)

The Superintendent or designee shall regularly report to the Board regarding enrollment in district preschool programs and the effectiveness of the programs in preparing preschoolers for transition into the elementary education program.

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

State References	Description
22 CCR 101151-101239.2	General requirements, licensed child care centers
22 CCR 101212-101231	Continuing requirements
22 CCR 101237-101239.2	Facilities and equipment
5 CCR 18000-18434	Child care and development programs
5 CCR 18130-18136	California State Preschool Program
5 CCR 18295	Waiver of qualifications for site supervisor
5 CCR 4600-4670	Uniform complaint procedures
5 CCR 4690-4694	Complaints regarding health and safety issues in license-exempt preschool programs
5 CCR 80105-80125	Commission on Teacher Credentialing, child care and development permits
Ed. Code 44065	Interchange between certificated and classified positions
Ed. Code 44256	Credential types
Ed. Code 48000	Transitional kindergarten
Ed. Code 48985	Notification, primary language other than English
Ed. Code 8200-8209	General provisions for child care and development services
Ed. Code 8200-8499.10	Child Care and Development Services Act
Ed. Code 8230-8233	Migrant child care and development program
Ed. Code 8235-8239.1	California State Preschool Program
Ed. Code 8240-8244	General child care and development programs
Ed. Code 8250-8252	Programs for children with special needs
Ed. Code 8263	Eligibility and priorities for subsidized child development services
Ed. Code 8263.3	Disenrollment of families due to reduced funding levels
Ed. Code 8264.8	Center-based child care programs, staffing ratios
Ed. Code 8273.1	Family fees

Ed. Code 8360-8370	Personnel qualifications
Ed. Code 8400-8409	Contracts, administrative appeal procedure
Ed. Code 8493-8498	Facilities, capital outlay
Ed. Code 8499.3-8499.7	Local child care and development planning councils
H&S Code 120325-120380	Immunization requirements
H&S Code 1596.70-1596.895	California Child Day Care Act
H&S Code 1596.90-1597.21	Day care centers

Federal References	**Description**
20 USC 1400-1482	Individuals with Disabilities Education Act
20 USC 6311-6322	Title I, relative to preschool
20 USC 6371-6376	Early Reading First
20 USC 6381-6381k	Even Start Family Literacy Program
20 USC 6391-6399	Education of migratory children
42 USC 9831-9852c	Head Start programs
42 USC 9857-9858r	Child Care and Development Block Grant
45 CFR 1301.1-1305.2	Head Start

Management Resources References	**Description**
California Department of Education Publication	California Preschool Learning Foundations
California Department of Education Publication	Dream Big for Our Youngest Children: Final Report of the California Early Learning Quality Improvement System Advisory Committee, 2010
California Department of Education Publication	Preschool English Learners: Principles and Practices to Promote Language, Literacy, and Learning, 2nd ed., 2009
California Department of Education Publication	Prekindergarten Learning Development Guidelines, 2000
California Department of Education Publication	First Class: A Guide for Early Primary Education, 1999
CSBA Publication	What Boards of Education Can Do About Kindergarten Readiness, Governance Brief, May 2016
U.S. Department of Education Publication	Policy Statement on Expulsion and Suspension Policies in Early Childhood Settings, 2016
U.S. Department of Education Publication	Good Start, Grow Smart, April 2002
Website	California Preschool Instructional Network
Website	Child Development Policy Institute
Website	National Institute for Early Education Research
Website	California Association for the Education of Young Children
Website	California Head Start Association
Website	First 5 California
Website	California County Superintendents Educational Services Association
Website	Cities, Counties and Schools Partnership
Website	U.S. Department of Education
Website	CSBA
Website	California Department of Education

Cross References	**Description**

1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3-E(1)	Uniform Complaint Procedures
1312.3-E(2)	Uniform Complaint Procedures
1330	Use Of School Facilities
1330	Use Of School Facilities
1330-E(1)	Use Of School Facilities
1330.1	Joint Use Agreements
1400	Relations Between Other Governmental Agencies And The Schools
3260	Fees And Charges
3260	Fees And Charges
3280	Sale Or Lease Of District-Owned Real Property
3280	Sale Or Lease Of District-Owned Real Property
3541	Transportation Routes And Services
3550	Food Service/Child Nutrition Program
3550	Food Service/Child Nutrition Program
4112	Appointment And Conditions Of Employment
5020	Parent Rights And Responsibilities
5020	Parent Rights And Responsibilities
5030	Student Wellness
5111	Admission
5111	Admission
5125	Student Records
5125	Student Records
5141.26	Tuberculosis Testing
5141.31	Immunizations
5141.31	Immunizations
5141.32	Health Screening For School Entry
5141.6	School Health Services
5141.6	School Health Services
5144.1	Suspension And Expulsion/Due Process
5144.1	Suspension And Expulsion/Due Process
5145.6	Parental Notifications
5148	Child Care And Development
5148	Child Care And Development
6011	Academic Standards
6020	Parent Involvement
6020	Parent Involvement
6164.4	Identification And Evaluation Of Individuals For Special Education
6164.4	Identification And Evaluation Of Individuals For Special Education
6170.1	Transitional Kindergarten

6171	Title I Programs
6171	Title I Programs
6173	Education For Homeless Children
6173	Education For Homeless Children
6175	Migrant Education Program
6175	Migrant Education Program

CSBA Sample
Administrative Regulation

REVISED

Students AR 5148.3(a)

PRESCHOOL/EARLY CHILDHOOD EDUCATION

Note: The following administrative regulation reflects the major requirements of the California State Preschool Program (CSPP) pursuant to Education Code 8235-8239.1. The CSPP consolidates state preschool programs (Education Code 8235-8237), family literacy programs (Education Code 8238-8238.4), and general child care and development programs to the extent that they serve children 3-4 years of age (Education Code 8240-8244).

The following administrative regulation does not reflect all requirements for other state and federally funded preschool program(s). The district may revise this administrative regulation to reflect other preschool program(s) it offers, such as the state migrant child care and development program (Education Code 8230-8233), child care and development services for children with special needs program (Education Code 8250-8252), federal Head Start program (42 USC 9831-9852), Title I preschool program (20 USC 6311-6322), or preschool program developed and funded by the district.

In addition to the program requirements described below, preschool programs may be subject to other policies contained throughout the district's policy manual (e.g., BP/AR 1240 - Volunteer Assistance, AR 3514.2 - Integrated Pest Management, BP/AR 3550 - Food Service/Child Nutrition Program, and BP/AR 5148 - Child Care and Development). Districts should consult legal counsel if they have questions regarding the applicability of other laws to the district's preschool program.

When approved by the California Department of Education (CDE) under the California State Preschool Program (CSPP), the district may operate one or more part-day preschool programs in accordance with law and the terms of its contract with CDE.

(cf. 5148 - Child Care and Development)

Note: 5 CCR 18130 specifies the state regulations for child care and development programs that are applicable to CSPP programs. These requirements include, but are not limited to, the program components listed in 5 CCR 18272-18281. See AR 5148 - Child Care and Development for details regarding these required program components.

The district's preschool program shall include all required program components, as described in 5 CCR 18272-18281 and AR 5148 - Child Care and Development, for the educational program, the creation of a developmental profile for each child, staff development, parent involvement and education, community involvement, health and social services, nutrition, and program evaluation. (5 CCR 18271-28281)

Minimum Hours/Days of Operation

The district's part-day preschool program shall operate a minimum of three hours per day, excluding time for home-to-school transportation, and for a minimum of 175 days per year unless otherwise specified in the program's contract. (Education Code 8235; 5 CCR 18136)

AR 5148.3(b)

PRESCHOOL/EARLY CHILDHOOD EDUCATION (continued)

Staffing

The preschool program shall maintain an adult-child ratio of at least one adult for every eight children and a teacher-child ratio of at least one teacher for every 24 children. If the district cannot recruit a sufficient number of parents/guardians or volunteers to meet the required adult-child ratio, teacher aides shall be hired as necessary. (5 CCR 18135, 18290)

(cf. 1240 - Volunteer Assistance)
(cf. 6020 - Parent Involvement)

Note: Health and Safety Code 1596.7995 requires employees and volunteers at a day care center to be immunized against influenza, pertussis, and measles, with specified exemptions. Health and Safety Code 1597.055 adds a requirement for such teachers to obtain a tuberculosis clearance. Pursuant to Health and Safety Code 1596.76, a day care center includes a preschool. See AR 5148 - Child Care and Development for further information regarding immunization requirements for staff and volunteers. Districts that have not adopted AR 5148 - Child Care and Development may revise the following paragraph accordingly and expand it to include the exemptions specified in Health and Safety Code 1596.7995.

Any person employed at a district preschool and any volunteer who provides care and supervision to children at a preschool shall, unless exempted by law, be immunized against influenza, pertussis, and measles in accordance with Health and Safety Code 1596.7995 and AR 5148 - Child Care and Development. Documentation of required immunizations, or applicable exemptions, shall be maintained in the employee's personnel file. (Health and Safety Code 1596.7995)

(cf. 4112.4/4212.4/4312.4 - Health Examinations)
(cf. 4112.6/4212.6/4312.6 - Personnel Files)

In addition, preschool teachers shall present evidence of a current tuberculosis clearance and meet other requirements as specified in Health and Safety Code 1597.055.

Wraparound Child Care Services

Note: The following section is **optional.** Because preschool programs operated under the CSPP are part-day programs only, Education Code 8329 encourages districts to contract with the California Department of Education (CDE) to offer "wraparound child care services" which combine preschool and general child care services to provide a full day of services for eligible families. Such programs must be consistent with requirements for general child care and development programs offered pursuant to Education Code 8240-8244; see BP/AR 5148 - Child Care and Development.

In accordance with its contract with CDE, the district may offer full-day services to meet the needs of eligible families through a combination of part-day preschool and wraparound child care services that are offered for the remaining portion of the day or year following

completion of the preschool services. Child care and development services offered through this programshall meet the requirements of general child care and development programs pursuant to Education Code 8240-8244. (Education Code 8239)

Wraparound services shall operate a minimum of 246 days per year unless otherwise specified in the contract. Within this period of time, the part-day preschool program shall operate 175-180 days. After the completion of

the preschool program, a part-time general child care and development program may operate a full day for the remainder of the year. (Education Code 8239)

Family Literacy Services

Note: The following section is **optional.** Contingent upon funding in the state Budget Act, Education Code 8238 and 8238.4 provide for the Superintendent of Public Instruction to distribute family literacy supplemental grant funds to qualifying CSPP contractors for the purposes described below.

When any district preschool program receives funding for family literacy services pursuant to Education Code 8238.4, the Superintendent or designee shall coordinate the provision of: (Education Code 8238)

1. Opportunities for parents/guardians to work with their children on interactive literacy activities, including activities in which parents/guardians actively participate in facilitating their children's acquisition of prereading skills through guided activities such as shared reading, learning the alphabet, and basic vocabulary development

2. Parenting education for parents/guardians of children in participating classrooms to support their child's development of literacy skills, including, but not limited to, parent education in:

   a. Providing support for the educational growth and success of their children

   b. Improving parent-school communications and parental understanding of school structures and expectations

   c. Becoming active partners with teachers in the education of their children

   d. Improving parental knowledge of local resources for the identification of and services for developmental disabilities, including, but not limited to, contact information for the district special education referral

3. Referrals to providers of adult education and instruction in English as a second language as necessary to improve academic skills of parents/guardians

(cf. 6200 - Adult Education)

4. Staff development for teachers in participating classrooms that includes, but is not limited to:

   a. Development of a pedagogical knowledge, including, but not limited to, improved instructional and behavioral strategies

   b. Knowledge and application of developmentally appropriate assessments of the prereading skills of children in participating classrooms

   c. Information on working with families, including the use of on-site coaching, for guided practice in interactive literacy activities

d. Providing targeted interventions for all young children to improve kindergarten readiness upon program completion

(cf. 4131 - Staff Development)

Eligibility ~~and Enrollment~~

Note: The following section reflects eligibility criteria and enrollment priorities for the CSPP pursuant to state law and regulations. 5 CCR 18105 **mandates** that a district operating a CSPP program develop written admissions policies and procedures that conform to the requirements of 22 CCR 101218, including, but not limited to, criteria designating those children whose needs can be met by the program and services and the ages of children who will be accepted. ~~AB 2626 (Ch. 945, Statutes of 2018) amended Education Code 8208 to change the birthdate by which children are eligible for CSPP, as provided below.~~

Children eligible for the district's CSPP program include those who will have their third or fourth birthday on or before December 1 of the fiscal year that they are being served. Children who have their third birthday on or after December 2 may be enrolled on or after their third birthday. (Education Code 8208, 8235, 8236)

~~Note: Pursuant to 5 CCR 18082-18083, the parent/guardian must submit an application for services which contains specified information and documentation. The application form is available on CDE's web site. Upon receiving an application, a person designated by the district must certify the family's or child's eligibility.~~

~~Eligibility for the CSPP program shall be as follows:~~ **To be eligible for subsidized services, families shall meet at least one requirement in each of the following areas: (Education Code 8235, 8239, 8263, 8263.1)**

1. ~~Children shall be eligible for subsidized preschool services if their~~ **The** family is a current aid recipient, income eligible, ~~or~~ homeless**,** and/or **one whose** ~~the~~ children are recipients of protective services or have been identified as being, or at risk of being, abused, neglected, or exploited. ~~(Education Code 8235, 8263, 8263.1)~~

PRESCHOOL/EARLY CHILDHOOD EDUCATION (continued)

2. ~~Children shall be eligible for subsidized wraparound preschool and child care services if their~~ **The** family ~~meets at least one of the criteria specified in item #1 above and~~ needs child care services due to either of the following circumstances: ~~(Education Code 8239, 8263)~~

   a. The child is identified by a legal, medical, or social services agency, the district liaison for homeless students, a Head Start program, or an emergency or transitional shelter as being a recipient of protective services, as being or at risk of being neglected, abused, or exploited, or as being homeless.

(cf. 6173 - Education for Homeless Children)

~~Note: Education Code 8263, as amended by AB 273 (Ch. 689, Statutes of 2017), provides that eligibility for child care and development programs may be established by parent/guardian engagement in an educational program for English learners or for attainment of a high school diploma or general educational development certificate.~~

   b. The parents/guardians are engaged in vocational training leading directly to a recognized trade, paraprofession, or profession; are engaged in an educational program for English language learners or for the attainment of a high school diploma or general educational development

certificate; are employed or seeking employment; are seeking permanent housing for family stability; or are incapacitated.

Note: Pursuant to Education Code 8263, as amended by SB 75 (Ch. 51, Statutes of 2019), a family may be eligible for a full-day CSPP program without meeting the requirements related to the need for child care services if all families meeting those requirements have been enrolled.

If all families meeting at least one of the criteria specified in item #2 have been enrolled, a full-day CSPP program may provide services to families who do not meet any of those criteria, provided the criteria in item #1 are met. (Education Code 8263)

Enrollment Priority

Note: The following paragraph may be revised to reflect district practice. Unless state funding is allocated to support the "centralized eligibility list" established in each county pursuant to Education Code 8499.5, such lists will be maintained only if locally funded. In situations where there is no locally funded centralized eligibility list or the district elects not to participate in the local list, the district must establish its own waiting list in accordance with admission priorities pursuant to 5 CCR 18106.

The Superintendent or designee shall consult the county's centralized eligibility list, when available, or shall maintain a district waiting list in accordance with admission priorities. As vacancies occur, applicants shall be contacted in order of their priority. (5 CCR 18106)

First priority for enrollment in a preschool program shall be given to neglected or abused children ages 3-4 who are recipients of child protective services or who, based upon written referral from a legal, medical, or social service agency, are at risk of being neglected, abused, or exploited. If unable to enroll a child in this category, the district shall refer the child's parent/guardian to local resource and referral services so that services for the child can be located. (Education Code 8236**, 8236.3**; 5 CCR 18131)

(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)
(cf. 1700 - Relations Between Private Industry and the Schools)

~~Note: Pursuant to Education Code 8236, second priority for enrollment must be granted to children 4 years of age who are not enrolled in a transitional kindergarten (TK) program, as provided in the following paragraph.~~

~~Education Code 8236, as amended by AB 2626 (Ch. 945, Statutes of 2018), eliminates the requirement, for CSPP programs operating with funding that was initially allocated in a prior fiscal year, that at least one-half of the children enrolled at a preschool must be children who are age 4 years.~~

After all children with first priority are enrolled, the district shall give second priority to eligible children 4 years of age who are not enrolled in a transitional kindergarten (TK) program prior to enrolling eligible children 3 years of age. (Education Code 8236**, 8236.3**)

Note: Education Code 8236.3, as added by SB 75, establishes enrollment priorities for schools where at least 80 percent of students are eligible for free or reduced-price meals. First and second priority for enrollment in such programs is the same as for other programs as described in the preceding two paragraphs.

If a CSPP program is operating within the attendance boundaries of a school where at least 80 percent of the students are eligible for free or reduced-price meals, third priority for enrollment shall be for families who meet the criteria of Education Code 8263 specified in items #1-2 in the section "Eligibility" above. Any remaining slots may be open to any families not otherwise eligible, provided that the families prove residency within the attendance boundary of the school and priority is given to families with the lowest income. (Education Code 8236.3)

Note: Education Code 8235~~, as amended by AB 99 (Ch. 15, Statutes of 2017),~~ allows CSPP programs to provide services to children with disabilities whose family income is above the income eligibility threshold. Such children do not count towards the 10 percent limitation for otherwise ineligible children as described below.

After all otherwise eligible children have been enrolled, the program may provide services to children with disabilities who are ages 3-4 and whose family income is above the income eligibility threshold. (Education Code 8235)

PRESCHOOL/EARLY CHILDHOOD EDUCATION (continued)

In addition, after enrolling all eligible children, up to 10 percent of the program's enrollment, calculated throughout the entire contract, may be filled with children who exceed the age limitations and children whose family income exceeds the income eligibility threshold by no more than 15 percent. (Education Code 8235; 5 CCR 18133)

The district may certify eligibility and enrollment up to 120 calendar days prior to the first day of the beginning of the preschool year. After establishing eligibility at the time of initial enrollment, a child shall remain eligible for the remainder of the program year. (Education Code 8237; 5 CCR 18082)

Notice of Action

Note: Pursuant to 5 CCR 18082-18083, the parent/guardian must submit an application for services which contains specified information and documentation. The application form is available on CDE's web site. Upon receiving an application, a person designated by the district must certify the family's or child's eligibility.

Upon receiving a parent/guardian's application for services, the Superintendent or designee shall review the application and documentation and shall certify the eligibility of the family or child.

Note: Pursuant to 5 CCR 18130, CSPP programs are subject to 5 CCR 18094 and 18118, which require the district to provide written notification to parents/guardians as to whether their application for subsidized services has been approved or denied. For this purpose, the district should use the Notice of Action form available on CDE's web site. If the services are denied, the parent/guardian may appeal the decision in accordance with 5 CCR 18120-18122; see section "Parent Hearing" below.

The district's decision to approve or deny a child's enrollment shall be communicated to the family through a written Notice of Action mailed or delivered within 30 days from the date the application is signed by the parent/guardian. (5 CCR 18094, 18095, 18118)

(cf. 5145.6 - Parental Notifications)

Note: 5 CCR 18095 and 18119 require the district to notify a parent/guardian of any change in services or fees as described below. For such notification, the district should use the Notice of Action form available on CDE's web site. Parents/guardians may appeal such actions pursuant to 5 CCR 18120-18122; see section "Parent Hearing" below.

Subsequently, the Superintendent or designee shall mail or deliver a Notice of Action to a parent/guardian at least 14 calendar days before any intended change in services, including, but not limited to, an increase or decrease in fees, an increase or decrease in the amount of services, or termination of services, due to any of the following circumstances: (5 CCR 18095, 18119)

PRESCHOOL/EARLY CHILDHOOD EDUCATION (continued)

1. A determination during recertification or update of the application that the need or eligibility requirements are no longer being met or the fee or amount of service needs to be modified

2. Failure of the parent/guardian to document the family's need or eligibility after the district requested such documentation in writing

3. An indication by the parent/guardian that ~~he/she~~ **the parent/guardian** no longer wants the service

4. The death of a parent/guardian or child

5. The conclusion of a limited-term agreement, provided that the parent/guardian has been informed in writing of the date that the services would terminate

For each child enrolled in the district's preschool program, the Superintendent or designee shall maintain a family data file including, but not limited to, a completed and signed application for services, documentation of income eligibility, and a copy of all Notices of Action. For each child not receiving subsidized services, the family data file shall also include records of the specific reason(s) for enrolling each child, the child's family income, and evidence that the district has made a diligent search for children eligible for subsidized services. (5 CCR 18130, 18133, 18081, 18084)

(cf. 1340 - Access to District Records)
(cf. 3580 - District Records)
(cf. 5125 - Student Records)

Combined Preschool/Transitional Kindergarten Classroom

Note: ~~AB 1808 (Ch. 32, Statutes of 2018) amended~~ Education Code 8235 and 48000 ~~to~~ allow districts to place 4-year-old children enrolled in a CSPP program into a TK program and to commingle children from both programs in the same classroom as long as all of the requirements of each program are met and the district adheres to the requirements listed in the following section. See BP 6170.1 - Transitional Kindergarten for eligibility requirements pertaining to the TK program pursuant to Education Code 48000.

When a child is eligible for both the preschool program and the district's TK program, the district may place the child in a classroom which is commingled with children from both programs as long as the commingled program meets all of the requirements of each program as well as the following requirements: (Education Code 8235, 48000)

1. An early childhood environment rating scale, as specified in 5 CCR 18281, shall be completed for the classroom.

PRESCHOOL/EARLY CHILDHOOD EDUCATION (continued)

2. All children enrolled for 10 or more hours per week shall be evaluated using the Desired Results Developmental Profile, as specified in 5 CCR 18272.

3. The classroom shall be taught by a teacher who holds a credential issued by the Commission on Teacher Credentialing in accordance with Education Code 44065 and 44256.

4. The classroom shall comply with the adult-child ratio specified in Education Code 8264.8.

5. Contractors of the district shall report the services, revenues, and expenditures for children in the preschool program in accordance with 5 CCR 18068.

6. The classroom shall not include children enrolled in TK for a second year or children enrolled in a regular kindergarten classroom.

(cf. 5111 - Admission)
(cf. 6170.1 - Transitional Kindergarten)

Fees and Charges

Fees for participation in the district's preschool program shall be assessed and collected in accordance with the fee schedule established by the Superintendent of Public Instruction (SPI). (Education Code 8273; 5 CCR 18078)

(cf. 3260 - Fees and Charges)

However, no fee shall be charged to an income-eligible family whose child is enrolled in a part-day preschool program or a family that is receiving CalWORKs cash aid. (Education Code 8273.1; 5 CCR 18110)

~~Note: Education Code 8273.1, as amended by AB 99 (Ch. 15, Statutes of 2017), extends the length of time, from three months to 12 months, for which a family who establishes preschool eligibility on the basis of abuse or neglect may be exempt from family fees.~~

A family may be exempt from the fees for up to 12 months if the child qualifies for preschool on the basis of being the recipient of child protective services or as being, or at risk of being, abused or neglected. (Education Code 8273.1)

Note: Education Code 8273.3 authorizes a district offering a CSPP program to charge a fee for field trips and/or to require parents/guardians to provide diapers, but **mandates** that the district adopt policy to include parents/guardians in the decision-making about such fees, as provided below. Pursuant to Education Code 8273.3, the fees cannot exceed $25 per child in the contract year. The following paragraph may be modified to delete diapers as appropriate for the age of the children served.

The Superintendent or designee shall establish a process that involves parents/guardians in determining whether to require parents/guardians to provide diapers and/or whether and how much to charge parents/guardians for field trip expenses, within the limit specified in law. A child shall not be denied participation in a field trip due to the parent/guardian's inability or refusal to pay the fee, and no adverse action shall be taken against a parent/guardian for that inability or refusal. (Education Code 8273.3)

Disenrollment Based on Reduced Funding

Note: Education Code 8263.3 specifies the order by which families will be disenrolled from child care and development services when funding levels are reduced. The following list applies that order of disenrollment to CSPP programs but takes into account the priority specified in Education Code 8236 to enroll children 4 years of age before enrolling children 3 years of age.

When necessary due to a reduction in state reimbursements, families shall be disenrolled in the following order: (Education Code 8236, 8263.3)

1. Children 3 years of age whose families have the highest income in relation to family size shall be disenrolled first, followed by children 4 years of age whose families have the highest income in relation to family size.

   At each age level, if two or more families have the same income ranking, the child with disabilities shall be disenrolled last. If there are no families that have a child with disabilities, the child who has received services the longest shall be disenrolled first.

2. Families of children 3 or 4 years of age who are receiving child protective services or who have been documented to be at risk of being neglected or abused, regardless of income, shall be disenrolled last.

Expulsion/Unenrollment Based on Behavior

~~Note: Education Code 8239.1, as added by AB 752 (Ch. 708, Statutes of 2017), prohibits the expulsion or unenrollment of a child from a CSPP program because of the child's behavior unless the district has followed the steps specified below.~~

A district preschool program shall not expel or unenroll a child based on the child's behavior, unless the district first takes the following actions to address the child's behavior: (Education Code 8239.1)

1. Inform the parents/guardians of the child's persistent and serious challenging behaviors and consult with the parents/guardians and teacher in an effort to maintain the child's safe participation in the program

2. If the child has an individualized family service plan (IFSP) or individualized education program (IEP), with written parent/guardian consent, contact the agency or district employee responsible for such plan or program to seek consultation in regard to serving the child

(cf. 6159 - Individualized Education Program)

3. If the child does not have an IFSP or IEP, consider if it is appropriate to complete a universal screening of the child, including, but not limited to, screening the child's social and emotional development, referring the parents/guardians to community resources, implementing behavior supports within the program, and considering an IEP for the child

If the district has taken the actions specified in items #1-3 above and the child's continued enrollment would present a serious safety threat to the child or other enrolled children, the district shall refer the parents/guardians to other potentially appropriate placements, the local child care resource and referral agency, or any other referral service available in the local community. Within 180 days of the start of the process, the district may unenroll the child. (Education Code 8239.1)

Note: A joint statement by the U.S. Department of Education and U.S. Department of Health and Human Services, Policy Statement on Expulsion and Suspension Policies in Early Childhood Settings, clarifies that preschool children with disabilities who are eligible for services under the Individuals with Disabilities Education Act (IDEA) (20 USC 1400-1482) are entitled to the same disciplinary protections that apply to all other IDEA-eligible students with disabilities, may not be subjected to impermissible disciplinary changes of placement for misconduct that is caused by or related to their disability, and must continue to receive educational services consistent with their right to a free appropriate public education. The statement indicates the need for the child's individualized education program (IEP) team to consider the use of positive behavioral interventions and supports when developing or modifying the IEP to reduce the need for discipline of a child with disabilities and avoid suspension or expulsion from a preschool program.

Children with disabilities may only be suspended or expelled in conformance with the procedures and limitations of the Individuals with Disabilities Education Act.

Parent Hearing

Note: Pursuant to 5 CCR 18130, districts are subject to the requirements of 5 CCR 18120-18122 to provide due process to parents/guardians who disagree with certain district actions, such as when services are denied, there is a change in services or fees, or their child is disenrolled.

If a parent/guardian disagrees with any district action to deny ~~his/her~~ **the** child's eligibility for subsidized preschool services, disenroll the child due to a funding shortage, increase or decrease fees, increase or decrease the amount of services, terminate services, or otherwise change the level of services, ~~he/she~~ **the parent/guardian** may file a request for a hearing

with the Superintendent or designee within 14 calendar days of the date the Notice of Action was received. Within 10 calendar days of receiving the request for a hearing, the Superintendent or designee shall notify the parent/guardian of the time and place of the hearing, which, to the extent possible, shall be convenient for the parent/guardian. (5 CCR 18120)

The hearing shall be conducted in accordance with the procedures specified in 5 CCR 18120 by a district administrator who is at a staff level higher in authority than the staff person who made the contested decision. Within 10 calendar days after the hearing, the district administrator shall mail or deliver a written decision to the parent/guardian. If the parent/guardian disagrees with the written decision, ~~he/she~~ **the parent/guardian** may, within 14 calendar days, appeal the decision to CDE. (5 CCR 18120-18122)

(10/16 10/18) 12/20

Policy Reference UPDATE Service
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Regulation 5148.3: Preschool/Early Childhood Education

Status: ADOPTED

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

When approved by the California Department of Education (CDE) under the California State Preschool Program (CSPP), the district may operate one or more part-day preschool programs in accordance with law and the terms of its contract with CDE.

The district's preschool program shall include all required program components, as described in 5 CCR 18272-18281 and AR 5148 - Child Care and Development, for the educational program, the creation of a developmental profile for each child, staff development, parent involvement and education, community involvement, health and social services, nutrition, and program evaluation. (5 CCR 18271-28281)

Minimum Hours/Days of Operation

The district's part-day preschool program shall operate a minimum of three hours per day, excluding time for home-to-school transportation, and for a minimum of 175 days per year unless otherwise specified in the program's contract. (Education Code 8235; 5 CCR 18136)

Staffing

The preschool program shall maintain an adult-child ratio of at least one adult for every eight children and a teacher-child ratio of at least one teacher for every 24 children. If the district cannot recruit a sufficient number of parents/guardians or volunteers to meet the required adult-child ratio, teacher aides shall be hired as necessary. (5 CCR 18135, 18290)

Any person employed at a district preschool and any volunteer who provides care and supervision to children at a preschool shall, unless exempted by law, be immunized against influenza, pertussis, and measles in accordance with Health and Safety Code 1596.7995 and AR 5148 - Child Care and Development. Documentation of required immunizations, or applicable exemptions, shall be maintained in the employee's personnel file. (Health and Safety Code 1596.7995)

In addition, preschool teachers shall present evidence of a current tuberculosis clearance and meet other requirements as specified in Health and Safety Code 1597.055.

Wraparound Child Care Services

In accordance with its contract with CDE, the district may offer full-day services to meet the needs of eligible families through a combination of part-day preschool and wraparound child care services that are offered for the remaining portion of the day or year following completion of the preschool services. Child care and development services offered through this program shall meet the requirements of general child care and development programs pursuant to Education Code 8240-8244. (Education Code 8239)

Wraparound services shall operate a minimum of 246 days per year unless otherwise specified in the contract. Within this period of time, the part-day preschool program shall operate 175-180 days. After the completion of the preschool program, a part-time general child care and development program may operate a full day for the remainder of the year. (Education Code 8239)

Family Literacy Services

When any district preschool program receives funding for family literacy services pursuant to Education Code 8238.4, the Superintendent or designee shall coordinate the provision of: (Education Code 8238)

1. Opportunities for parents/guardians to work with their children on interactive literacy activities, including activities in which parents/guardians actively participate in facilitating their children's acquisition of prereading skills through guided activities such as shared reading, learning the alphabet, and basic vocabulary development

2. Parenting education for parents/guardians of children in participating classrooms to support their child's development of literacy skills, including, but not limited to, parent education in:

    a. Providing support for the educational growth and success of their children

    b. Improving parent-school communications and parental understanding of school structures and

expectations

c. Becoming active partners with teachers in the education of their children

d. Improving parental knowledge of local resources for the identification of and services for developmental disabilities, including, but not limited to, contact information for the district special education referral

3. Referrals to providers of adult education and instruction in English as a second language as necessary to improve academic skills of parents/guardians

4. Staff development for teachers in participating classrooms that includes, but is not limited to:

   a. Development of a pedagogical knowledge, including, but not limited to, improved instructional and behavioral strategies

   b. Knowledge and application of developmentally appropriate assessments of the prereading skills of children in participating classrooms

   c. Information on working with families, including the use of on-site coaching, for guided practice in interactive literacy activities

   d. Providing targeted interventions for all young children to improve kindergarten readiness upon program completion

Eligibility and Enrollment

Children eligible for the district's CSPP program include those who will have their third or fourth birthday on or before December 1 of the fiscal year that they are being served. Children who have their third birthday on or after December 2 may be enrolled on or after their third birthday. (Education Code 8208, 8235, 8236)

Eligibility for the CSPP program shall be as follows:

1. Children shall be eligible for subsidized preschool services if their family is a current aid recipient, income eligible, or homeless and/or the children are recipients of protective services or have been identified as being, or at risk of being, abused, neglected, or exploited. (Education Code 8235, 8263, 8263.1)

2. Children shall be eligible for subsidized wraparound preschool and child care services if their family meets at least one of the criteria specified in item #1 above and needs child care services due to either of the following circumstances: (Education Code 8239, 8263)

   a. The child is identified by a legal, medical, or social services agency, the district liaison for homeless students, a Head Start program, or an emergency or transitional shelter as being a recipient of protective services, as being or at risk of being neglected, abused, or exploited, or as being homeless.

   b. The parents/guardians are engaged in vocational training leading directly to a recognized trade, paraprofession, or profession; are engaged in an educational program for English language learners or for the attainment of a high school diploma or general educational development certificate; are employed or seeking employment; are seeking permanent housing for family stability; or are incapacitated.

The Superintendent or designee shall consult the county's centralized eligibility list, when available, or shall maintain a district waiting list in accordance with admission priorities. As vacancies occur, applicants shall be contacted in order of their priority. (5 CCR 18106)

First priority for enrollment in a preschool program shall be given to neglected or abused children ages 3-4 who are recipients of child protective services or who, based upon written referral from a legal, medical, or social service agency, are at risk of being neglected, abused, or exploited. If unable to enroll a child in this category, the district shall refer the child's parent/guardian to local resource and referral services so that services for the child can be located. (Education Code 8236; 5 CCR 18131)

After all children with first priority are enrolled, the district shall give second priority to eligible children 4 years of age who are not enrolled in a transitional kindergarten (TK) program prior to enrolling eligible children 3 years of age. (Education Code 8236)

After all otherwise eligible children have been enrolled, the program may provide services to children with disabilities who are ages 3-4 and whose family income is above the income eligibility threshold. (Education Code 8235)

In addition, after enrolling all eligible children, up to 10 percent of the program's enrollment, calculated throughout the entire contract, may be filled with children who exceed the age limitations and children whose family income exceeds the income eligibility threshold by no more than 15 percent. (Education Code 8235; 5 CCR 18133)

The district may certify eligibility and enrollment up to 120 calendar days prior to the first day of the beginning of the preschool year. After establishing eligibility at the time of initial enrollment, a child shall remain eligible for the remainder of the program year. (Education Code 8237; 5 CCR 18082)

The district's decision to approve or deny a child's enrollment shall be communicated to the family through a written Notice of Action mailed or delivered within 30 days from the date the application is signed by the parent/guardian. (5 CCR 18094, 18095, 18118)

Subsequently, the Superintendent or designee shall mail or deliver a Notice of Action to a parent/guardian at least 14 calendar days before any intended change in services, including, but not limited to, an increase or decrease in fees, an increase or decrease in the amount of services, or termination of services, due to any of the following circumstances: (5 CCR 18095, 18119)

1. A determination during recertification or update of the application that the need or eligibility requirements are no longer being met or the fee or amount of service needs to be modified

2. Failure of the parent/guardian to document the family's need or eligibility after the district requested such documentation in writing

3. An indication by the parent/guardian that he/she no longer wants the service

4. The death of a parent/guardian or child

5. The conclusion of a limited-term agreement, provided that the parent/guardian has been informed in writing of the date that the services would terminate

For each child enrolled in the district's preschool program, the Superintendent or designee shall maintain a family data file including, but not limited to, a completed and signed application for services, documentation of income eligibility, and a copy of all Notices of Action. For each child not receiving subsidized services, the family data file shall also include records of the specific reason(s) for enrolling each child, the child's family income, and evidence that the district has made a diligent search for children eligible for subsidized services. (5 CCR 18130, 18133, 18081, 18084)

Combined Preschool/Transitional Kindergarten Classroom

When a child is eligible for both the preschool program and the district's TK program, the district may place the child in a classroom which is commingled with children from both programs as long as the commingled program meets all of the requirements of each program as well as the following requirements: (Education Code 8235, 48000)

1. An early childhood environment rating scale, as specified in 5 CCR 18281, shall be completed for the classroom.

2. All children enrolled for 10 or more hours per week shall be evaluated using the Desired Results Developmental Profile, as specified in 5 CCR 18272.

3. The classroom shall be taught by a teacher who holds a credential issued by the Commission on Teacher Credentialing in accordance with Education Code 44065 and 44256.

4. The classroom shall comply with the adult-child ratio specified in Education Code 8264.8.

5. Contractors of the district shall report the services, revenues, and expenditures for children in the preschool program in accordance with 5 CCR 18068.

6. The classroom shall not include children enrolled in TK for a second year or children enrolled in a regular kindergarten classroom.

Fees and Charges

Fees for participation in the district's preschool program shall be assessed and collected in accordance with the fee schedule established by the Superintendent of Public Instruction (SPI). (Education Code 8273; 5 CCR 18078)

However, no fee shall be charged to an income-eligible family whose child is enrolled in a part-day preschool program or a family that is receiving CalWORKs cash aid. (Education Code 8273.1; 5 CCR 18110)

A family may be exempt from the fees for up to 12 months if the child qualifies for preschool on the basis of being the recipient of child protective services or as being, or at risk of being, abused or neglected. (Education Code 8273.1)

The Superintendent or designee shall establish a process that involves parents/guardians in determining whether to require parents/guardians to provide diapers and/or whether and how much to charge parents/guardians for field trip expenses, within the limit specified in law. A child shall not be denied participation in a field trip due to the parent/guardian's inability or refusal to pay the fee, and no adverse action shall be taken against a parent/guardian for that inability or refusal. (Education Code 8273.3)

Disenrollment Based on Reduced Funding

When necessary due to a reduction in state reimbursements, families shall be disenrolled in the following order: (Education Code 8236, 8263.3)

1. Children 3 years of age whose families have the highest income in relation to family size shall be disenrolled first, followed by children 4 years of age whose families have the highest income in relation to family size.

   At each age level, if two or more families have the same income ranking, the child with disabilities shall be disenrolled last. If there are no families that have a child with disabilities, the child who has received services the longest shall be disenrolled first.

2. Families of children 3 or 4 years of age who are receiving child protective services or who have been documented to be at risk of being neglected or abused, regardless of income, shall be disenrolled last.

Expulsion/Unenrollment Based on Behavior

A district preschool program shall not expel or unenroll a child based on the child's behavior, unless the district first takes the following actions to address the child's behavior: (Education Code 8239.1)

1. Inform the parents/guardians of the child's persistent and serious challenging behaviors and consult with the parents/guardians and teacher in an effort to maintain the child's safe participation in the program

2. If the child has an individualized family service plan (IFSP) or individualized education program (IEP), with written parent/guardian consent, contact the agency or district employee responsible for such plan or program to seek consultation in regard to serving the child

3. If the child does not have an IFSP or IEP, consider if it is appropriate to complete a universal screening of the child, including, but not limited to, screening the child's social and emotional development, referring the parents/guardians to community resources, implementing behavior supports within the program, and considering an IEP for the child

If the district has taken the actions specified in items #1-3 above and the child's continued enrollment would present a serious safety threat to the child or other enrolled children, the district shall refer the parents/guardians to other potentially appropriate placements, the local child care resource and referral agency, or any other referral service available in the local community. Within 180 days of the start of the process, the district may unenroll the child. (Education Code 8239.1)

Children with disabilities may only be suspended or expelled in conformance with the procedures and limitations of the Individuals with Disabilities Education Act.

Parent Hearing

If a parent/guardian disagrees with any district action to deny his/her child's eligibility for subsidized preschool services, disenroll the child due to a funding shortage, increase or decrease fees, increase or decrease the amount of services, terminate services, or otherwise change the level of services, he/she may file a request for a hearing with

the Superintendent or designee within 14 calendar days of the date the Notice of Action was received. Within 10 calendar days of receiving the request for a hearing, the Superintendent or designee shall notify the parent/guardian of the time and place of the hearing, which, to the extent possible, shall be convenient for the parent/guardian. (5 CCR 18120)

The hearing shall be conducted in accordance with the procedures specified in 5 CCR 18120 by a district administrator who is at a staff level higher in authority than the staff person who made the contested decision. Within 10 calendar days after the hearing, the district administrator shall mail or deliver a written decision to the parent/guardian. If the parent/guardian disagrees with the written decision, he/she may, within 14 calendar days, appeal the decision to CDE. (5 CCR 18120-18122)

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

State References	Description
22 CCR 101151-101239.2	General requirements, licensed child care centers
22 CCR 101212-101231	Continuing requirements
22 CCR 101237-101239.2	Facilities and equipment
5 CCR 18000-18434	Child care and development programs
5 CCR 18130-18136	California State Preschool Program
5 CCR 18295	Waiver of qualifications for site supervisor
5 CCR 4600-4670	Uniform complaint procedures
5 CCR 4690-4694	Complaints regarding health and safety issues in license-exempt preschool programs
5 CCR 80105-80125	Commission on Teacher Credentialing, child care and development permits
Ed. Code 44065	Interchange between certificated and classified positions
Ed. Code 44256	Credential types
Ed. Code 48000	Transitional kindergarten
Ed. Code 48985	Notification, primary language other than English
Ed. Code 8200-8209	General provisions for child care and development services
Ed. Code 8200-8499.10	Child Care and Development Services Act
Ed. Code 8230-8233	Migrant child care and development program
Ed. Code 8235-8239.1	California State Preschool Program
Ed. Code 8240-8244	General child care and development programs
Ed. Code 8250-8252	Programs for children with special needs
Ed. Code 8263	Eligibility and priorities for subsidized child development services
Ed. Code 8263.3	Disenrollment of families due to reduced funding levels
Ed. Code 8264.8	Center-based child care programs, staffing ratios
Ed. Code 8273.1	Family fees
Ed. Code 8360-8370	Personnel qualifications
Ed. Code 8400-8409	Contracts, administrative appeal procedure
Ed. Code 8493-8498	Facilities, capital outlay
Ed. Code 8499.3-8499.7	Local child care and development planning councils
H&S Code 120325-120380	Immunization requirements
H&S Code 1596.70-1596.895	California Child Day Care Act
H&S Code 1596.90-1597.21	Day care centers

Federal References	Description
20 USC 1400-1482	Individuals with Disabilities Education Act
20 USC 6311-6322	Title I, relative to preschool
20 USC 6371-6376	Early Reading First
20 USC 6381-6381k	Even Start Family Literacy Program
20 USC 6391-6399	Education of migratory children
42 USC 9831-9852c	Head Start programs
42 USC 9857-9858r	Child Care and Development Block Grant
45 CFR 1301.1-1305.2	Head Start

Management Resources References	Description
California Department of Education Publication	California Preschool Learning Foundations
California Department of Education Publication	Dream Big for Our Youngest Children: Final Report of the California Early Learning Quality Improvement System Advisory Committee, 2010
California Department of Education Publication	Preschool English Learners: Principles and Practices to Promote Language, Literacy, and Learning, 2nd ed., 2009
California Department of Education Publication	Prekindergarten Learning Development Guidelines, 2000
California Department of Education Publication	First Class: A Guide for Early Primary Education, 1999
CSBA Publication	What Boards of Education Can Do About Kindergarten Readiness, Governance Brief, May 2016
U.S. Department of Education Publication	Policy Statement on Expulsion and Suspension Policies in Early Childhood Settings, 2016
U.S. Department of Education Publication	Good Start, Grow Smart, April 2002
Website	California Preschool Instructional Network
Website	Child Development Policy Institute
Website	National Institute for Early Education Research
Website	California Association for the Education of Young Children
Website	California Head Start Association
Website	First 5 California
Website	California County Superintendents Educational Services Association
Website	Cities, Counties and Schools Partnership
Website	U.S. Department of Education
Website	CSBA
Website	California Department of Education

Cross References	Description
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3-E(1)	Uniform Complaint Procedures
1312.3-E(2)	Uniform Complaint Procedures
1330	Use Of School Facilities
1330	Use Of School Facilities
1330-E(1)	Use Of School Facilities

1330.1	Joint Use Agreements
1400	Relations Between Other Governmental Agencies And The Schools
3260	Fees And Charges
3260	Fees And Charges
3280	Sale Or Lease Of District-Owned Real Property
3280	Sale Or Lease Of District-Owned Real Property
3541	Transportation Routes And Services
3550	Food Service/Child Nutrition Program
3550	Food Service/Child Nutrition Program
4112	Appointment And Conditions Of Employment
5020	Parent Rights And Responsibilities
5020	Parent Rights And Responsibilities
5030	Student Wellness
5111	Admission
5111	Admission
5125	Student Records
5125	Student Records
5141.26	Tuberculosis Testing
5141.31	Immunizations
5141.31	Immunizations
5141.32	Health Screening For School Entry
5141.6	School Health Services
5141.6	School Health Services
5144.1	Suspension And Expulsion/Due Process
5144.1	Suspension And Expulsion/Due Process
5145.6	Parental Notifications
5148	Child Care And Development
5148	Child Care And Development
6011	Academic Standards
6020	Parent Involvement
6020	Parent Involvement
6164.4	Identification And Evaluation Of Individuals For Special Education
6164.4	Identification And Evaluation Of Individuals For Special Education
6170.1	Transitional Kindergarten
6171	Title I Programs
6171	Title I Programs
6173	Education For Homeless Children
6173	Education For Homeless Children
6175	Migrant Education Program
6175	Migrant Education Program

CSBA Sample
Board Policy

REVISED

Students

BP 5145.6(a)

PARENTAL NOTIFICATIONS

The Governing Board desires to promote effective communication between the school and the home and to keep parents/guardians informed regarding educational programs, school operations, and the legal rights of students and their parents/guardians. The Superintendent or designee shall send parents/guardians ~~and students~~ all notifications required by law and any other notifications ~~he/she~~ **the Superintendent or designee** believes will promote parental understanding and involvement.

(cf. 5020 - Parent Rights and Responsibilities)
(cf. 5022 - Student and Family Privacy Rights)
(cf. 6020 - Parent Involvement)

Notice of the rights and responsibilities of parents/guardians as specified in Education Code 48980 shall be sent at the beginning of each academic year and may be provided by regular mail, in electronic form when so requested by the parent/guardian, or by any other method normally used by the district for written communication with parents/guardians. (Education Code 48981)

No activity specified in Education Code 48980 shall be undertaken with respect to any particular student unless ~~his/her~~ **the student's** parent/guardian has been informed of such action through the annual notification or other separate special notification. Such notice shall state the activity that will be undertaken and the approximate date on which the activity will occur. (Education Code 48983-48984)

The annual notification shall include a request that the parent/guardian sign the notice and return it to the school or, if the notice is provided in electronic format, that the parent/guardian submit a signed acknowledgment of receipt of the notice to the school. The parent/guardian's signature is an acknowledgment of receipt of the information but does not indicate that consent to participate in any particular program has been given or withheld. (Education Code 48982)

Note: The following **optional** paragraph may be revised to reflect district practice.

Whenever a student enrolls in a district school during the school year, ~~his/her~~ **the student's** parents/guardians shall be given all required parental notifications at that time.

Note: The following paragraph applies to notices required for certain federal programs, including, but not necessarily limited to, Title I notices pursuant to 20 USC 6311 and 6312, notices regarding the rights of parents/guardians of students with disabilities pursuant to 34 CFR 300.503 and 300.504, and notices of the educational rights of homeless students pursuant to 42 USC 11432. The following paragraph may be revised to reflect district practice.

PARENTAL NOTIFICATIONS (continued)

Notifications shall be presented in an understandable and uniform format and, to the extent practicable, in a language that parents/guardians can understand.

Note: Pursuant to Education Code 48985, when 15 percent or more of students enrolled in a school speak a single primary language other than English, all notices and reports sent to the parents/guardians of these students must also be written in the primary language and may be answered by the parent/guardian in either language. Education Code 48985 requires the California Department of Education (CDE) to notify districts, by August 1 of each year, of the schools and the languages for which the translation of notices is required based on census data submitted to the CDE in the preceding fiscal year.

Whenever 15 percent or more of the students enrolled in a district school speak a single primary language other than English, as determined from the California Department of Education census data collected pursuant to Education Code 52164, all notices sent to the parent/guardian of any such student shall, in addition to being written in English, be written in the primary language, and may be responded to either in English or the primary language. (Education Code 48981, 48985)

Whenever an employee learns that a student's parent/guardian is unable to understand the district's printed notifications for any reason, ~~he/she~~ **the employee** shall inform the principal or designee, who shall work with the parent/guardian to establish other appropriate means of communication.

Legal Reference:

EDUCATION CODE
221.5 Prohibited sex discrimination
231.5 Sexual harassment policy
234.7 Student protections relating to immigration and citizenship status
262.3 Appeals for discrimination complaints; information regarding availability of civil remedies
310 Language acquisition programs
313 Reclassification of English learners, parental consultation
313.2 Long-term English learner, notification
440 English language proficiency assessment; instruction in English language development
8483 Before/after school program; enrollment priorities
17288 Building standards for university campuses
17611.5-17612 Notification of pesticide use
32221.5 Insurance for athletic team members
32255-32255.6 Right to refuse harmful or destructive use of animals
32390 Fingerprint program; contracts; funding; consent of parent/guardian
33479.3 The Eric Paredes Sudden Cardiac Arrest Prevention Act
35160.5 Extracurricular and cocurricular activities
35178.4 Notice of accreditation status
35182.5 Advertising in the classroom
35183 School dress codes; uniforms
35186 Complaints concerning deficiencies in instructional materials and facilities
35211 Driver training; district insurance, parent/guardian liability

Legal Reference continued: (see next page)

PARENTAL NOTIFICATIONS (continued)

Legal Reference: (continued)

EDUCATION CODE (continued)
35256 School Accountability Report Card
35258 School Accountability Report Card
35291 Rules for student discipline
37616 Consultation regarding year-round schedule
39831.5 School bus rider rules and information
44050 Employee codes of conduct, employee interactions with students

44808.5 Permission to leave school grounds
46010.1 Notice regarding excuse to obtain confidential medical services
46014 Regulations regarding absences for religious purposes
46600-46611 Interdistrict attendance agreements
48000 Minimum age of admission
48070.5 Promotion or retention of students
48204 Residency requirements
48205 Absence for personal reasons
48206.3 Students with temporary disabilities; individual instruction; definitions
48207-48208 Students with temporary disabilities in hospitals
48213 Prior notice of exclusion from attendance
48216 Immunization
48260.5 Notice regarding truancy
48262 Need for parent conference regarding truancy
48263 Referral to school attendance review board or probation department
48301 Interdistrict transfers
~~*48350-48361 Open Enrollment Act*~~
~~*48354 Option to transfer from school identified under Open Enrollment Act*~~
~~*48357 Status of application for transfer from school identified under Open Enrollment Act*~~
48412 Certificate of proficiency
48432.3 Voluntary enrollment in continuation education
48432.5 Involuntary transfers of students
48850-48859 Education of foster youth and homeless students
48900.1 Parental attendance required after suspension
48904 Liability of parent/guardian for willful student misconduct
48904.3 Withholding grades, diplomas, or transcripts
48906 Notification of release of student to peace officer
48911 Notification in case of suspension
48911.1 Assignment to supervised suspension classroom
48912 Closed sessions; consideration of suspension
48915.1 Expelled students; enrollment in another district
48916 Readmission procedures
48918 Rules governing expulsion procedures
48929 Transfer of student convicted of violent felony or misdemeanor
48980 Required notification at beginning of term
48980.3 Notification of pesticide use
48981 Time and means of notification
48982 Parent signature acknowledging receipt of notice
48983 Contents of notice
48984 Activities prohibited unless notice given
48985 Notices to parents in language other than English

Legal Reference continued: (see next page)

PARENTAL NOTIFICATIONS (continued)

Legal Reference: (continued)
EDUCATION CODE (continued)
48987 Child abuse information
49013 Use of uniform complaint procedures for complaints regarding student fees
49063 Notification of parental rights
49067 Student evaluation; student in danger of failing course
49068 Transfer of permanent enrollment and scholarship record
49069 Absolute right to access
49070 Challenging content of student record
49073 Release of directory information
49073.6 Student records, social media
49076 Access to student records

49077 Access to information concerning a student in compliance with court order
49403 Cooperation in control of communicable disease and immunization
49423 Administration of prescribed medication for student
49451 Physical examinations: parent's refusal to consent
49452.5 Screening for scoliosis
49452.7 Information on type 2 diabetes
49452.8 Oral health assessment
49456 Results of vision or hearing test
49471-49472 Insurance
49475 Student athletes; concussions and head injuries
49476 Student athletes; opioid fact sheet
49480 Continuing medication regimen for nonepisodic conditions
49510-49520 Duffy-Moscone Family Nutrition Education and Services Act of 1970
49557.5 Child Hunger Prevention and Fair Treatment Act of 2017; notice of negative balance in meal account
51225.1 Exemption from district graduation requirements
51225.2 Course credits~~; foster youth, homeless youth, former juvenile court school students and military-connected students~~
51225.3 Graduation requirements; courses that satisfy college entrance criteria
51229 Course of study for grades 7-12
51513 Personal beliefs; privacy
51938 HIV/AIDS and sexual health instruction
52164 Language census
52164.1 Census-taking methods; determination of primary language; assessment of language skills
52164.3 Reassessment of English learners; notification of results
54444.2 Migrant education programs; parent involvement
56301 Child-find system; policies regarding written notification rights
56321 Special education: proposed assessment plan
56321.5-56321.6 Notice of parent rights pertaining to special education
56329 Written notice of right to findings; independent assessment
56341.1 Development of individualized education program; right to audio record meeting
56341.5 Individualized education program team meetings
56343.5 Individualized education program meetings
56521.1 Behavioral intervention
58501 Alternative schools; notice required prior to establishment
60615 Exemption from state assessment
60641 California Assessment of Student Performance and Progress
69432.9 Submission of grade point average to Cal Grant program

Legal Reference continued: (see next page)

PARENTAL NOTIFICATIONS (continued)

Legal Reference: (continued)
CIVIL CODE
1798.29 District records, breach of security
HEALTH AND SAFETY CODE
1596.857 Right to enter child care facility
1597.16 Licensed child care centers, lead testing
104420 Tobacco use prevention
104855 Availability of topical fluoride treatment
116277 Lead testing of school drinking water
120365-120375 Immunizations
120440 Sharing immunization information
124100-124105 Health screening and immunizations
PENAL CODE
626.81 Notice of permission granted to sex offender to volunteer on campus
627.5 Hearing request following denial or revocation of registration

CODE OF REGULATIONS, TITLE 5
852 Exemptions from state assessments
863 Reports of state assessment results
3052 Behavioral intervention
4622 Notification of uniform complaint procedures
4631 Uniform complaint procedures; notification of decision and right to appeal
~~*4702 Student transfer from school identified under Open Enrollment Act*~~
4917 Notification of sexual harassment policy
11303 Reclassification of English learners
11511.5 English language proficiency assessment; test results
11523 Notice of proficiency examinations
18066 Child care policies regarding excused and unexcused absences
18094-18095 Notice of Action; child care services
18114 Notice of delinquent fees; child care services
18118-18119 Notice of Action; child care services
CODE OF REGULATIONS, TITLE 17
2951 Hearing tests
6040 Time period to obtain needed immunizations
UNITED STATES CODE, TITLE 20
1232g Family Educational and Privacy Rights Act
1232h Privacy rights
1415 Procedural safeguards
6311 State plan
6312 Local educational agency plans
6318 Parent and family engagement
7704 Impact Aid; policies and procedures related to children residing on Indian lands
7908 Armed forces recruiter access to students
UNITED STATES CODE, TITLE 42
1758 Child nutrition programs
11431-11435 McKinney-Vento Homeless Assistance Act
CODE OF FEDERAL REGULATIONS, TITLE 7
245.5 Eligibility criteria for free and reduced-price meals
245.6a Verification of eligibility for free and reduced-price meals

Legal Reference continued: (see next page)

PARENTAL NOTIFICATIONS (continued)

Legal Reference: (continued)
CODE OF FEDERAL REGULATIONS, TITLE 34
99.7 Student records, annual notification
99.30 Disclosure of personally identifiable information
99.34 Student records, disclosure to other educational agencies
99.37 Disclosure of directory information
104.32 District responsibility to provide free appropriate public education
104.36 Procedural safeguards
104.8 Nondiscrimination
106.8 Notification of contact information for Title IX coordinator
106.9 Dissemination of policy, nondiscrimination on basis of sex
200.48 Teacher qualifications
222.94 Impact Aid; district responsibilities
300.300 Parent consent for special education evaluation
300.322 Parent participation in IEP team meetings
300.502 Independent educational evaluation of student with disability
300.503 Prior written notice regarding identification, evaluation, or placement of student with disability
300.504 Procedural safeguards notice for students with disabilities

300.508 Due process complaint
300.530 Discipline procedures
CODE OF FEDERAL REGULATIONS, TITLE 40
763.84 Asbestos inspections, response actions and post-response actions
763.93 Asbestos management plans

Management Resources:
U.S. DEPARTMENT OF AGRICULTURE PUBLICATIONS
~~*Unpaid Meal Charges: Guidance and Q&A, SP 23-2017, March 2017*~~
Civil Rights Compliance and Enforcement -- Nutrition Programs and Services, FNS Instruction 113-1, 2005
WEB SITES
U.S. Department of Agriculture, Food and Nutrition Service: http://www.fns.usda.gov

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Board Policy Manual
San Ysidro School District

Policy 5145.6: Parental Notifications

Status: ADOPTED

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

The Board of Education desires to promote effective communication between the school and the home and to keep parents/guardians informed regarding educational programs, school operations, and the legal rights of students and their parents/guardians. The Superintendent or designee shall send parents/guardians and students all notifications required by law and any other notifications he/she believes will promote parental understanding and involvement.

Notice of the rights and responsibilities of parents/guardians as specified in Education Code 48980 shall be sent at the beginning of each academic year and may be provided by regular mail, in electronic form when so requested by the parent/guardian, or by any other method normally used by the district for written communication with parents/guardians. (Education Code 48981)

No activity specified in Education Code 48980 shall be undertaken with respect to any particular student unless his/her parent/guardian has been informed of such action through the annual notification or other separate special notification. Such notice shall state the activity that will be undertaken and the approximate date on which the activity will occur. (Education Code 48983-48984)

The annual notification shall include a request that the parent/guardian sign the notice and return it to the school or, if the notice is provided in electronic format, that the parent/guardian submit a signed acknowledgment of receipt of the notice to the school. The parent/guardian's signature is an acknowledgment of receipt of the information but does not indicate that consent to participate in any particular program has been given or withheld. (Education Code 48982)

Notifications shall be presented in an understandable and uniform format and, to the extent practicable, in a language that parents/guardians can understand.

Whenever 15 percent or more of the students enrolled in a district school speak a single primary language other than English, as determined from the California Department of Education census data collected pursuant to Education Code 52164, all notices sent to the parent/guardian of any such student shall, in addition to being written in English, be written in the primary language, and may be responded to either in English or the primary language. (Education Code 48981, 48985)

Whenever an employee learns that a student's parent/guardian is unable to understand the district's printed notifications for any reason, he/she shall inform the Superintendent or designee, who shall work with the parent/guardian to establish other appropriate means of communication.

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

State References	Description
17 CCR 2950-2951	Hearing tests
17 CCR 6000-6075	School attendance immunization requirements
5 CCR 11303	Reclassification of English learners
5 CCR 11511.5	English language proficiency assessment; test results
5 CCR 11523	Notice of proficiency examinations
5 CCR 18066	Child care policies regarding excused and unexcused absences
5 CCR 18094-18095	Notice of Action; child care services
5 CCR 18114	Notice of delinquent fees; child care services
5 CCR 18118-18119	Notice of Action; child care services
5 CCR 3052	Behavioral intervention
5 CCR 4622	Uniform complaint procedures
5 CCR 4631	Uniform complaint procedures; notification of decision and right to appeal

5 CCR 4702	Student transfer from school identified under Open Enrollment Act
5 CCR 4917	Notification of sexual harassment policy
5 CCR 852	Exemptions from state assessments
5 CCR 863	Reports of state assessment results
Civ. Code 1798.29	District records, specifically - breach of security
Ed. Code 17288	Building standards for university campuses
Ed. Code 17611.5-17612	Notification of pesticide use
Ed. Code 221.5	Equal opportunity
Ed. Code 231.5	Sexual harassment policy
Ed. Code 234.7	Student protections relating to immigration and citizenship status
Ed. Code 262.3	Appeals for discrimination complaints; information regarding availability of civil remedies
Ed. Code 310	Language acquisition programs
Ed. Code 313	Reclassification of English learners, parental consultation
Ed. Code 313.2	Long-term English learner, notification
Ed. Code 32221.5	Insurance for athletic team members
Ed. Code 32255-32255.6	Student's right to refrain from harmful or destructive use of animals
Ed. Code 32390	Voluntary program for fingerprinting students
Ed. Code 33479.3	The Eric Paredes Sudden Cardiac Arrest Prevention Act
Ed. Code 35160.5	Extracurricular and cocurricular activities
Ed. Code 35178.4	Notice of accreditation status
Ed. Code 35182.5	Advertising in the classroom
Ed. Code 35183	School dress code; uniforms
Ed. Code 35186	Complaints concerning deficiencies in instructional materials and facilities
Ed. Code 35211	Driver training; district insurance, parent/guardian liability
Ed. Code 35256	School Accountability Report Card
Ed. Code 35258	School Accountability Report Card
Ed. Code 35291	Rules for student discipline
Ed. Code 37616	Consultation regarding year-round schedule
Ed. Code 39831.5	School bus rider rules and information
Ed. Code 440	English language proficiency assessment; instruction in English language development
Ed. Code 44050	Employee codes of conduct, employee interactions with students
Ed. Code 44808.5	Permission to leave school grounds
Ed. Code 46010.1	Notice regarding excuse to obtain confidential medical services
Ed. Code 46014	Regulations regarding absences for religious purposes
Ed. Code 46600-46611	Interdistrict attendance agreements
Ed. Code 48000	Minimum age of admission
Ed. Code 48070.5	Promotion and retention of students
Ed. Code 48204	Residency requirements
Ed. Code 48205	Absence for personal reasons
Ed. Code 48206.3	Students with temporary disabilities; individual instruction; definitions

Ed. Code 48207-48208	Students with temporary disabilities in hospitals
Ed. Code 48213	Prior notice of exclusion from attendance
Ed. Code 48216	Immunization
Ed. Code 48260.5	Notice regarding truancy
Ed. Code 48262	Need for parent conference regarding truancy
Ed. Code 48263	Referral to school attendance review board or probation department
Ed. Code 48301	Interdistrict transfers
Ed. Code 48350-48361	Open Enrollment Act
Ed. Code 48354	Option to transfer from school identified under Open Enrollment Act
Ed. Code 48357	Status of application for transfer from school identified under Open Enrollment Act
Ed. Code 48412	Certificate of proficiency
Ed. Code 48432.3	Voluntary enrollment in continuation education
Ed. Code 48432.5	Involuntary transfers of students
Ed. Code 48850-48859	Education of foster youth and homeless students
Ed. Code 48900.1	Parental attendance required after suspension
Ed. Code 48904	Liability of parent/guardian for willful student misconduct
Ed. Code 48904.3	Withholding grades, diplomas, or transcripts
Ed. Code 48906	Notification of release of student to peace officer
Ed. Code 48911	Notification in case of suspension
Ed. Code 48911.1	Assignment to supervised suspension classroom
Ed. Code 48912	Closed sessions; consideration of suspension
Ed. Code 48915.1	Expelled students; enrollment in another district
Ed. Code 48916	Readmission procedures
Ed. Code 48918	Rules governing expulsion procedures
Ed. Code 48929	Transfer of student convicted of violent felony or misdemeanor
Ed. Code 48980	Required notification at beginning of term
Ed. Code 48980.3	Notification of pesticide use
Ed. Code 48981	Time and means of notification
Ed. Code 48982	Parent signature acknowledging receipt of notice
Ed. Code 48983	Contents of notice
Ed. Code 48984	Activities prohibited unless notice given
Ed. Code 48985	Notices to parents in language other than English
Ed. Code 48987	Child abuse information
Ed. Code 49013	Use of uniform complaint procedures for complaints regarding student fees
Ed. Code 49063	Notification of parental rights
Ed. Code 49067	Student evaluation; student in danger of failing course
Ed. Code 49068	Transfer of permanent enrollment and scholarship record
Ed. Code 49069	Absolute right to access
Ed. Code 49070	Challenging content of student record
Ed. Code 49073	Release of directory information
Ed. Code 49073.6	Student records; social media

Ed. Code 49076	Access to student records
Ed. Code 49077	Access to information concerning a student in compliance with court order
Ed. Code 49403	Cooperation in control of communicable disease and immunizations
Ed. Code 49423	Administration of prescribed medication for student
Ed. Code 49451	Physical examinations: parent's refusal to consent
Ed. Code 49452.5	Screening for scoliosis
Ed. Code 49452.7	Information on type 2 diabetes
Ed. Code 49452.8	Oral health assessment
Ed. Code 49456	Results of vision or hearing test
Ed. Code 49471-49472	Insurance
Ed. Code 49475	Student athletes; concussions and head injuries
Ed. Code 49480	Continuing medication regimen for nonepisodic conditions
Ed. Code 49510-49520	Duffy-Moscone Family Nutrition Education and Services Act of 1970
Ed. Code 49557.5	Child Hunger Prevention and Fair Treatment Act of 2017; notice of negative balance in meal account
Ed. Code 51225.1	Exemption from district graduation requirements
Ed. Code 51225.2	Course credits; foster youth, homeless youth, former juvenile court school students and military-connected students
Ed. Code 51225.3	Graduation requirements; courses that satisfy college entrance criteria
Ed. Code 51229	Course of study for grades 7-12
Ed. Code 51513	Personal beliefs; privacy
Ed. Code 51938	HIV/AIDS and sexual health instruction
Ed. Code 52164	Language census
Ed. Code 52164.1	Census-taking methods; determination of primary language; assessment of language skills
Ed. Code 52164.3	Reassessment of English learners; notification of results
Ed. Code 54444.2	Migrant education programs; parent involvement
Ed. Code 56301	Child-find system; policies regarding written notification rights
Ed. Code 56321	Special education: proposed assessment plan
Ed. Code 56321.5-56321.6	Notice of parent rights pertaining to special education
Ed. Code 56329	Written notice of right to findings; independent assessment
Ed. Code 56341.1	Development of individualized education program; right to audio record meeting
Ed. Code 56341.5	Individualized education program team meetings
Ed. Code 56343.5	Individualized education program meetings
Ed. Code 56521.1	Behavioral intervention
Ed. Code 58501	Alternative schools; notice required prior to establishment
Ed. Code 60615	Exemption from state assessment
Ed. Code 60641	California Assessment of Student Performance and Progress
Ed. Code 69432.9	Submission of grade point average to Cal Grant program
Ed. Code 8483	Before/after school program; enrollment priorities
H&S Code 104420	Tobacco use prevention
H&S Code 104855	Availability of topical fluoride treatment

H&S Code 116277	Lead testing of school drinking water
H&S Code 120365-120375	Immunizations
H&S Code 120440	Sharing immunization information
H&S Code 124100-124105	Health screening and immunizations
H&S Code 1596.857	Right to enter child care facility
Pen. Code 626.81	Notice of permission granted to sex offender to volunteer on campus
Pen. Code 627.5	Hearing request following denial or revocation of registration

Federal References	**Description**
20 USC 1232g	Family Educational Rights and Privacy Act (FERPA) of 1974
20 USC 1232h	Privacy rights
20 USC 1415	Procedural safeguards
20 USC 6311	State plan
20 USC 6312	Local educational agency plan
20 USC 6318	Parent and family engagement
20 USC 7908	Armed forces recruiter access to students
34 CFR 104.32	District responsibility to provide free appropriate public education
34 CFR 104.36	Procedural safeguards
34 CFR 104.8	Nondiscrimination
34 CFR 106.9	Notification of nondiscrimination on basis of sex
34 CFR 200.48	Teacher qualifications
34 CFR 300.300	Parent consent for special education evaluation
34 CFR 300.322	Parent participation in IEP team meetings
34 CFR 300.502	Independent educational evaluation of student with disability
34 CFR 300.503	Prior written notice regarding identification, evaluation, or placement of student with disability
34 CFR 300.504	Procedural safeguards notice for students with disabilities
34 CFR 300.508	Due process complaint
34 CFR 300.530	Discipline procedures
34 CFR 99.30	Disclosure of personally identifiable information
34 CFR 99.34	Student records, disclosure to other educational agencies
34 CFR 99.37	Disclosure of directory information
34 CFR 99.7	Student records, annual notification
40 CFR 763.84	Asbestos inspections, response actions and post-response actions
40 CFR 763.93	Asbestos management plans
42 USC 11431-11435	McKinney-Vento Homeless Assistance Act
42 USC 1758	Child nutrition programs
7 CFR 245.5	Eligibility criteria for free and reduced-price meals
7 CFR 245.6a	Verification of eligibility for free and reduced-price meals

Management Resources References	**Description**
U.S. Department of Agriculture Publication	Civil Rights Compliance and Enforcement -- Nutrition Programs and Services, FNS Instruction 113-1, 2005

U.S. Department of Agriculture Publication	Unpaid Meal Charges: Guidance and Q&A, SP 23-2017, March 2017
Website	U.S. Department of Agriculture, Food and Nutrition Service

Cross References	Description
0410	Nondiscrimination In District Programs And Activities
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
0510	School Accountability Report Card
1240	Volunteer Assistance
1240	Volunteer Assistance
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3-E(1)	Uniform Complaint Procedures
1312.3-E(2)	Uniform Complaint Procedures
3231	Impact Aid
3260	Fees And Charges
3260	Fees And Charges
3312	Contracts
3513.3	Tobacco-Free Schools
3513.3	Tobacco-Free Schools
3514	Environmental Safety
3514	Environmental Safety
3514.2	Integrated Pest Management
3515.5	Sex Offender Notification
3515.5	Sex Offender Notification
3543	Transportation Safety And Emergencies
3551	Food Service Operations/Cafeteria Fund
3551	Food Service Operations/Cafeteria Fund
3553	Free And Reduced Price Meals
3553	Free And Reduced Price Meals
3555	Nutrition Program Compliance
3580	District Records
3580	District Records
4112.2	Certification
4112.2	Certification
4219.21	Professional Standards
4219.21-E(1)	Professional Standards
4222	Teacher Aides/Paraprofessionals
4222	Teacher Aides/Paraprofessionals
4319.21	Professional Standards
4319.21-E(1)	Professional Standards
5000	Concepts And Roles

5020	Parent Rights And Responsibilities
5020	Parent Rights And Responsibilities
5022	Student And Family Privacy Rights
5022	Student And Family Privacy Rights
5030	Student Wellness
5111	Admission
5111	Admission
5111.1	District Residency
5111.1	District Residency
5112.2	Exclusions From Attendance
5113	Absences And Excuses
5113	Absences And Excuses
5113.1	Chronic Absence And Truancy
5113.1	Chronic Absence And Truancy
5116.1	Intradistrict Open Enrollment
5116.1	Intradistrict Open Enrollment
5116.2	Involuntary Student Transfers
5117	Interdistrict Attendance
5117	Interdistrict Attendance
5119	Students Expelled From Other Districts
5123	Promotion/Acceleration/Retention
5123	Promotion/Acceleration/Retention
5125	Student Records
5125	Student Records
5125.1	Release Of Directory Information
5125.1	Release Of Directory Information
5125.1-E(1)	Release Of Directory Information
5125.2	Withholding Grades, Diploma Or Transcripts
5125.3	Challenging Student Records
5132	Dress And Grooming
5132	Dress And Grooming
5141.21	Administering Medication And Monitoring Health Conditions
5141.21	Administering Medication And Monitoring Health Conditions
5141.3	Health Examinations
5141.3	Health Examinations
5141.31	Immunizations
5141.31	Immunizations
5141.32	Health Screening For School Entry
5141.6	School Health Services
5141.6	School Health Services
5142.1	Identification And Reporting Of Missing Children

5143	Insurance
5143	Insurance
5144	Discipline
5144	Discipline
5144.1	Suspension And Expulsion/Due Process
5144.1	Suspension And Expulsion/Due Process
5144.2	Suspension And Expulsion/Due Process (Students With Disabilities)
5144.4	Required Parental Attendance
5144.4	Required Parental Attendance
5145.12	Search And Seizure
5145.12	Search And Seizure
5145.7	Sexual Harassment
5145.7	Sexual Harassment
5145.8	Refusal To Harm Or Destroy Animals
5148	Child Care And Development
5148	Child Care And Development
5148.2	Before/After School Programs
5148.2	Before/After School Programs
5148.3	Preschool/Early Childhood Education
5148.3	Preschool/Early Childhood Education
6020	Parent Involvement
6020	Parent Involvement
6111	School Calendar
6142.1	Sexual Health And HIV/AIDS Prevention Instruction
6142.1	Sexual Health And HIV/AIDS Prevention Instruction
6142.2	World Language Instruction
6142.2	World Language Instruction
6143	Courses Of Study
6143	Courses Of Study
6145.2	Athletic Competition
6145.2	Athletic Competition
6154	Homework/Makeup Work
6159	Individualized Education Program
6159	Individualized Education Program
6159.1	Procedural Safeguards And Complaints For Special Education
6159.1	Procedural Safeguards And Complaints For Special Education
6159.4	Behavioral Interventions For Special Education Students
6162.51	State Academic Achievement Tests
6162.51	State Academic Achievement Tests
6162.8	Research
6162.8	Research

6164.2	Guidance/Counseling Services
6164.4	Identification And Evaluation Of Individuals For Special Education
6164.4	Identification And Evaluation Of Individuals For Special Education
6164.6	Identification And Education Under Section 504
6164.6	Identification And Education Under Section 504
6173	Education For Homeless Children
6173	Education For Homeless Children
6173.1	Education For Foster Youth
6173.1	Education For Foster Youth
6173.3	Education For Juvenile Court School Students
6174	Education For English Learners
6174	Education For English Learners
6175	Migrant Education Program
6175	Migrant Education Program
6183	Home And Hospital Instruction
6190	Evaluation Of The Instructional Program
9310-B	Board Policies

CSBA Sample
Exhibit

REVISED

Students

E 5145.6(a)

PARENTAL NOTIFICATIONS

Cautionary Notice: Government Code 17581.5 releases districts from the obligation to perform specified mandated activities when the Budget Act does not provide reimbursement during that fiscal year. The Budget Act of ~~2018 (SB 840, Ch. 29, Statutes of 2018) 2019~~ **2020 (SB 74, Ch. 6, Statutes of 2020)** extends the suspension of these requirements through the ~~2018-19~~ **2020-21** fiscal year. As a result, certain provisions of the following Exhibit related to scoliosis screening and bus safety instruction may be suspended.

Note: The following exhibit lists notices which the law explicitly requires be provided to parents/guardians. See the referenced Board policy, administrative regulation, or Board bylaw for further information about related program and notice requirements. For example, see AR 1312.3 - Uniform Complaint Procedures for the contents of the annual notice regarding uniform complaint procedures as mandated by 5 CCR 4622.

The exhibit does not include other notices that are recommended throughout CSBA's sample policy manual but are not required by law. The district may revise the exhibit to reflect additional notifications provided by the district.

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
I. Annually			
Beginning of each school year	Education Code 222.5	BP 5146	Rights and options for pregnant and parenting students
Beginning of each school year	Education Code 234.7	BP 0410	Right to a free public education regardless of immigration status or religious beliefs
Beginning of each school year	Education Code 310	BP 6142.2 AR 6174	Information on the district's language acquisition programs
Beginning of each school year	Education Code 17611.5, 17612, 48980.3	AR 3514.2	Use of pesticide product, active ingredients, Internet address to access information, and, if district has no web site and uses certain pesticides, integrated pest management plan
By February 1	Education Code 35256, 35258	BP 0510	School Accountability Report Card provided
Beginning of each school year	Education Code 35291, 48980	AR 5144 AR 5144.1	District and site discipline rules

E 5145.6(b)

PARENTAL NOTIFICATIONS (continued)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
I. Annually (continued)			
Beginning of each school year	Education Code 44050	BP 4119.21 4219.21 4319.21	Code of conduct addressing employee interactions with students
Beginning of each school year	Education Code 46010.1	AR 5113	Absence for confidential medical services
Beginning of each school year, if district has adopted policy on involuntary transfer of students convicted of certain crimes when victim is enrolled at same school	Education Code 48929, 48980	BP 5116.2	District policy authorizing transfer
Beginning of each school year	Education Code 48980	BP 6111	Schedule of minimum days and student-free staff development days
Beginning of each school year	Education Code 48980, 231.5; 5 CCR 4917**; 34 CFR 106.8**	AR 5145.7	Copy of sexual harassment policy as related to students; **contact information for Title IX coordinator**
Beginning of each school year	Education Code 48980, 32255-32255.6	AR 5145.8	Right to refrain from harmful or destructive use of animals
Beginning of each school year	Education Code 48980, 35160.5, 46600-46611, 48204, 48301~~; 48350-48361~~	BP 5111.1 AR 5116.1 AR 5117	All statutory attendance options, available local attendance options, options for meeting residency, form for changing attendance, appeals process
Beginning of each school year, if Board allows such absence	Education Code 48980, 46014	AR 5113	Absence for religious exercises or purposes
Beginning of each school year	Education Code 48980, 48205	AR 5113 BP 6154	Excused absences; grade/credit cannot be reduced due to excused absence if work or test has been completed; full text of Education Code 48205

PARENTAL NOTIFICATIONS (continued)

When to Notify	Education or	Board Policy/

When to Notify	Other Legal Code	Administrative Regulation #	Subject
I. Annually (continued)			
Beginning of each school year	Education Code 48980, 48206.3, 48207, 48208	AR 6183	Availability of home/hospital instruction for students with temporary disabilities
Beginning of each school year	Education Code 48980, 49403	BP 5141.31	School immunization program
Beginning of each school year	Education Code 48980, 49423, 49480	AR 5141.21	Administration of prescribed medication
Beginning of each school year	Education Code 48980, 49451; 20 USC 1232h	AR 5141.3	Right to refuse consent to physical examination
Beginning of each school year	Education Code 48980, 49471, 49472	BP 5143	Availability of insurance
Beginning of each school year	Education Code 49013; 5 CCR 4622	AR 1312.3	Uniform complaint procedures, available appeals, civil law remedies
Beginning of each school year	Education Code 49063	AR 5125 AR 5125.3	Challenge, review, and expunging of records
Beginning of each school year	Education Code 49063, 49069; 20 USC 1232g; 34 CFR 99.7	AR 5125	Student records: inspect and review, access, types, location, persons responsible, location of log, access criteria, cost of copies, amendment requests, criteria to determine legitimate educational interest, course prospectus availability
Beginning of each school year	Education Code 49063, 49073; 20 USC 1232g; 34 CFR 99.37	AR 5125.1	Release of directory information
Beginning of each school year and at least one more time during school year using specified methods	Education Code 49428	None	How to access mental health services at school and/or in community

PARENTAL NOTIFICATIONS (continued)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
I. Annually (continued)			

Beginning of each school year	Education Code 49520, 48980; 42 USC 1758; 7 CFR 245.5	AR 3553	Eligibility and application process for free and reduced-price meals
Beginning of each school year	Education Code 51513; 20 USC 1232h	AR 5022 BP 6162.8	Notice of privacy policy and dates of activities re: survey, health examination, or collection of personal information for marketing; process to opt out of such activities; inspection rights and procedures
Beginning of each school year	Education Code 56301	BP 6164.4	Parental rights re: special education identification, referral, assessment, instructional planning, implementation and review, and procedures for initiating a referral for assessment
Beginning of each school year	Education Code 58501, 48980	AR 6181	Alternative schools
Beginning of each school year	Health and Safety Code 104855	AR 5141.6	Availability of dental fluoride treatment; opportunity to accept or deny treatment
Annually	5 CCR 852; Education Code 60615	AR 6162.51	Student's participation in state assessments; option to request exemption from testing
Beginning of each school year, if district receives Title I funds	20 USC 6312; 34 CFR 200.48	BP 4112.2 AR 4222	Right to request information re: professional qualifications of child's teacher and paraprofessional
Beginning of each school year	34 CFR 104.8, 106.9	BP 0410 BP 6178	Nondiscrimination
Beginning of each school year to parent, teacher, and employee organizations or, in their absence, individuals	40 CFR 763.84, 763.93	AR 3514	Availability of asbestos management plan; any inspections, response actions or post-response actions planned or in progress

PARENTAL NOTIFICATIONS (continued)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
I. Annually (continued)			
Beginning of each school year	USDA SP-23-2017	AR 3551	District policy on meal payments

II. At Specific Times During the Student's Academic Career

Beginning in grade 7, at least once prior to course selection and career counseling	Education Code 221.5, 48980	BP 6164.2	Course selection and career counseling
Upon a student's enrollment	Education Code 310	BP 6142.2 AR 6174	Information on the district's language acquisition programs
When child first enrolls in a public school, if school offers a fingerprinting program	Education Code 32390, 48980	AR 5142.1	Fingerprinting program
When participating in driver training courses under the jurisdiction of the district	Education Code 35211	None	Civil liability, insurance coverage
Upon registration in K-6, if students have not previously been transported	Education Code 39831.5	AR 3543	School bus safety rules and information, list of stops, rules of conduct, red light crossing instructions, bus danger zones, walking to and from stops
Beginning of each school year for high school students, if high school is open campus	Education Code 44808.5, 48980	BP 5112.5	Open campus
Beginning of each school year in grades 9-12, if district allows career technical education (CTE) course to satisfy graduation requirement	Education Code 48980, 51225.3	AR 6146.1	How each graduation requirement does or does not satisfy college entrance a-g course criteria; district CTE courses that satisfy a-g criteria
Upon a student's enrollment	Education Code 49063	AR 5125 AR 5125.3	Specified rights related to student records
When students enter grade 7	Education Code 49452.7	AR 5141.3	Specified information on type 2 diabetes

PARENTAL NOTIFICATIONS (continued)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
II. At Specific Times During the Student's Academic Career (continued)			
When in kindergarten, or first grade if not previously enrolled in public school	Education Code 49452.8	AR 5141.32	Requirement for oral health assessment, explanation of law, importance of oral health, agency contact, privacy rights

Beginning of each school year for students in grades 9-12	Education Code 51229, 48980	AR 6143	College admission requirements, UC and CSU web sites that list certified courses, description of CTE, CDE Internet address, how students may meet with counselors
Beginning of each school year for students in grades 7-12, or at time of enrollment if after beginning of year	Education Code 51938, 48980	AR 6142.1	Sexual health and HIV prevention education, right to view A/V materials, whether taught by district staff or outside consultants, right to request specific Education Code sections, right to excuse
Within 20 working days of receiving results of standardized achievement tests or, if results not available in school year, within 20 working days of start of next school year	Education Code 60641; 5 CCR 863	AR 6162.51	Results of tests; test purpose, individual score and intended use
By October 15 for students in grade 12	Education Code 69432.9	AR 5121 AR 5125	Forwarding of student's grade point average to Cal Grant program; timeline to opt out
When child is enrolled or reenrolled in a licensed child care center or preschool	Health and Safety Code 1596.7996	AR 5148	Information on risks and effects of lead exposure, blood lead testing
When child is enrolled in kindergarten	Health and Safety Code 124100, 124105	AR 5141.32	Health screening examination
To students in grades 11-12, early enough to enable registration for fall test	5 CCR 11523	AR 6146.2	Notice of proficiency examination provided under Education Code 48412

PARENTAL NOTIFICATIONS (continued)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
II. At Specific Times During the Student's Academic Career (continued)			
To secondary students, if district receives Title I funds	20 USC 7908	AR 5125.1	Request that district not release **student's** name, address, and phone number ~~of child~~ to military recruiters without prior written consent
III. When Special Circumstances Occur			
In the event of a breach of security of district records,	Civil Code 1798.29	BP 3580	Types of records affected, date of breach, description of

to affected persons			incident, contact information for credit reporting agencies
Upon receipt of a complaint alleging discrimination	Education Code 262.3	AR 1312.3	Civil law remedies available to complainants
When determining whether an English learner should be reclassified as fluent English proficient	Education Code 313; 5 CCR 11303	AR 6174	Description of reclassification process, opportunity for parent/guardian to participate
When student is identified as English learner and district receives Title I or Title III funds for English learner programs, not later than 30 days after beginning of school year or within two weeks of placement if identified during school year	Education Code 313.2, 440; 20 USC 6312	AR 6174	Reason for classification, level of English proficiency, identification as long-term English learner, description of program(s), option to decline program or choose alternate, option to remove student from program at any time, exit requirements of program
When homeless or foster youth applies for enrollment in before/after school program	Education Code 8483	AR 5148.2	Right to priority enrollment; how to request priority enrollment
Before high school student attends specialized secondary program on a university campus	Education Code 17288	None	University campus buildings may not meet Education Code requirements for structural safety
At least 72 hours before use of pesticide product not included in annual list	Education Code 17612	AR 3514.2	Intended use of pesticide product
To members of athletic teams	Education Code 32221.5	AR 5143	Offer of insurance; no-cost and low-cost program options

PARENTAL NOTIFICATIONS (continued)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
III. When Special Circumstances Occur (continued)			
Annually to parents/guardians of student athletes before they participate in competition	Education Code 33479.3	AR 6145.2	Information on sudden cardiac arrest
If school has lost its WASC accreditation status	Education Code 35178.4	BP 6190	Loss of status, potential consequences
When district has contracted for electronic products or services that disseminate advertising	Education Code 35182.5	BP 3312	Advertising will be used in the classroom or learning center

At least six months before policy	Education Code 35183	AR 5132	Dress code policy requiring implementing uniform schoolwide uniform
Before implementing a year-round schedule	Education Code 37616	BP 6117	Public hearing on year-round schedule
When interdistrict transfer is requested and not approved or denied within 30 days	Education Code 46601	AR 5117	Appeal process
Before early entry to kindergarten, if offered	Education Code 48000	AR 5111	Effects, advantages and disadvantages of early entry
When student identified as being at risk of retention	Education Code 48070.5	AR 5123	Student at risk of retention
When student excluded due to quarantine, contagious or infectious disease, danger to safety or health	Education Code 48213	AR 5112.2 ~~BP 5141.33~~	Student has been excluded from school
Before already admitted student is excluded for lack of immunization	Education Code 48216; 17 CCR 6040	AR 5141.31	Need to submit evidence of immunization or exemption within 10 school days; referral to medical care
When a student is classified as truant	Education Code 48260.5, 48262	AR 5113.1	Truancy, parental obligation, availability of alternative programs, student consequences, need for conference

PARENTAL NOTIFICATIONS (continued)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
III. When Special Circumstances Occur (continued)			
When a truant is referred to a SARB or probation department	Education Code 48263	AR 5113.1	Name and address of SARB or probation department and reason for referral
When student requests to voluntarily transfer to continuation school	Education Code 48432.3	AR 6184	Copy of district policy and regulation on continuation education
Prior to involuntary transfer to continuation school	Education Code 48432.5	AR 6184	Right to request meeting prior to involuntary transfer to continuation school
To person holding educational rights, prior to recommending placement of foster youth outside school of origin	Education Code 48853.5	AR 6173.1	Basis for the placement recommendation

When student is removed from class and teacher requires parental attendance at school	Education Code 48900.1	AR 5144.4	Parental attendance required; timeline for attendance
Prior to withholding grades, diplomas, or transcripts	Education Code 48904	AR 5125.2	Damaged school property
When withholding grades, diplomas or transcripts from transferring student	Education Code 48904.3	AR 5125.2	Next school will continue withholding grades, diplomas, or transcripts
When student is released to peace officer	Education Code 48906	BP 5145.11	Release of student to peace officer for the purpose of removing minor from school, unless taken into custody as victim of suspected child abuse
At time of suspension	Education Code 48911	BP 5144.1 AR 5144.1	Notice of suspension
When original period of suspension is extended	Education Code 48911	AR 5144.1	Extension of suspension
At the time a student is assigned to a supervised suspension classroom	Education Code 48911.1	AR 5144.1	The student's assignment to a supervised suspension classroom

PARENTAL NOTIFICATIONS (continued)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
III. When Special Circumstances Occur (continued)			
Before holding a closed session re: suspension	Education Code 48912	AR 5144.1	Intent to hold a closed session re: suspension
When student expelled from another district for certain acts seeks admission	Education Code 48915.1, 48918	BP 5119	Hearing re: possible danger presented by expelled student
When readmission is denied	Education Code 48916	AR 5144.1	Reasons for denial; determination of assigned program
When expulsion occurs	Education Code 48916	AR 5144.1	Readmission procedures
At least 10 calendar days before expulsion hearing	Education Code 48918	AR 5144.1	Notice of expulsion hearing
When expulsion or suspension of expulsion	Education Code 48918	AR 5144.1	Decision to expel; right to appeal to county board;

occurs			obligation to inform new district of status
Before involuntary transfer of student convicted of certain crime when victim is enrolled at same school	Education Code 48929, 48980	BP 5116.2	Right to request a meeting with principal or designee
One month before the scheduled minimum day	Education Code 48980	BP 6111	When minimum days are scheduled after beginning of the school year
When parents/guardians request guidelines for filing complaint of child abuse at a school site	Education Code 48987	AR 5141.4	Guidelines for filing complaint of child abuse at a school site with local child protective agencies
When student in danger of failing a course	Education Code 49067	AR 5121	Student in danger of failing a course
When student transfers from another district or private school	Education Code 49068	AR 5125	Right to receive copy of student's record and to challenge its content

PARENTAL NOTIFICATIONS (continued)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
III. When Special Circumstances Occur (continued)			
When parent/guardian's challenge of student record is denied and parent/guardian appeals	Education Code 49070	AR 5125.3	If board sustains allegations, the correction or destruction of record; if denied, right to submit written objection
When district is considering program to gather safety-related information from students' social media activity	Education Code 49073.6	BP 5125	Opportunity for input on proposed program
When district adopts program to gather information from students' social media activity, and annually thereafter	Education Code 49073.6	AR 5125	Information is being gathered, access to records, process for removal or corrections, destruction of records
Within 24 hours of release of information to a judge or probation officer	Education Code 49076	AR 5125	Release of student record to a judge or probation officer for conducting truancy mediation program or for presenting evidence at a truancy petition
Before release of	Education Code	AR 5125	Release of information

information pursuant to court order or subpoena	49077		pursuant to court order or subpoena
When screening results in suspicion that student has scoliosis	Education Code 49452.5	AR 5141.3	Scoliosis screening
When test results in discovery of visual or hearing defects	Education Code 49456; 17 CCR 2951	AR 5141.3	Vision or hearing test results
Within 10 days of negative balance in meal account	Education Code 49557.5	AR 3551	Negative balance in meal account; encouragement to apply for free or reduced-price meals
Annually to parents/guardians of student athletes before their first practice or competition	Education Code 49475	AR 6145.2	Information on concussions and head injuries
Annually to parents/guardians of student athletes	**Education Code 49476**	**AR 6145.2**	**Opioid fact sheet**

E 5145.6(l)

PARENTAL NOTIFICATIONS (continued)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
III. When Special Circumstances Occur (continued)			
Within 30 days of foster youth, homeless youth, former juvenile court school student, child of military family, or migrant student being transferred after second year of high school, or immigrant student enrolled in newcomer program in grades 11-12	Education Code 51225.1	BP 6146.1 AR 6173 AR 6173.1 AR 6173.3 AR 6175	Exemption from local graduation requirements, effect on college admission, option for fifth year of high school
Before any test/survey questioning personal beliefs	Education Code 51513	AR 5022	Permission for test, survey questioning personal beliefs
At least 14 days before HIV health instruction, if arrangement made for guest speaker after beginning of school year	Education Code 51938	AR 6142.1	Instruction in HIV prevention prevention or sexual or sexual health by guest speaker or outside consultant
Prior to administering survey regarding health risks and behaviors to students in 7-12	Education Code 51938	AR 5022	Notice that the survey will be administered
Within 30 calendar days of receipt of results of assessment or reassessment	Education Code 52164.1, 52164.3;	AR 6174	Results of state test of English proficiency

of English proficiency	5 CCR 11511.5		
When migrant education program is established	Education Code 54444.2	BP 6175 AR 6175	Parent advisory council membership composition
When child participates in licensed child care and development program	Health and Safety Code 1596.857	AR 5148	Parent/guardian right to enter facility
When a licensed child care center has a building constructed before January 1, 2010 and has drinking water tested for lead	**Health and Safety Code 1597.16**	**AR 5148**	**The requirement to test the facility, and the results of the test**
When district receives Tobacco-Use Prevention Education Funds	Health and Safety Code 104420	AR 3513.3	The district's tobacco-free schools policy and enforcement procedures

PARENTAL NOTIFICATIONS (continued)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
III. When Special Circumstances Occur (continued)			
When testing by community water system finds presence of lead exceeding specified level	Health and Safety Code 116277	AR 3514	Elevated lead level at school
When sharing student immunization information with an immunization system	Health and Safety Code 120440	AR 5125	Types of information to be shared, name and address of agency, acceptable use of the information, right to examine, right to refuse to share
At least 14 days prior to sex offender coming on campus as volunteer	Penal Code 626.81	AR 1240 BP 1250	Dates and times permission granted; obtaining information from law enforcement
When hearing is requested by person asked to leave school premises	Penal Code 627.5	AR 3515.2	Notice of hearing
When responding to complaint re: discrimination, special education, or noncompliance with law	5 CCR 4631	AR 1312.3	Findings, disposition of complaint, any corrective actions, appeal rights and procedures
When child participates in licensed child care and development program	5 CCR 18066	AR 5148	Policies ~~re:~~ **regarding** excused and unexcused absences
Within 30 days of application	5 CCR 18094,	AR 5148	Approval or denial of

for subsidized child care or preschool services	18118	AR 5148.3	services
Upon recertification or update of application for child care or preschool services	5 CCR 18095, 18119	AR 5148 AR 5148.3	Any change in service, such as in fees, amount of service, termination of service
Upon child's enrollment in child care program	5 CCR 18114	AR 5148	Policy on fee collection
When payment of child care fees is seven days late	5 CCR 18114	AR 5148	Notice of delinquent fees
When district substantively changes policy on student privacy rights	20 USC 1232h	AR 5022	Notice of any substantive change in policy or regulation

PARENTAL NOTIFICATIONS (continued)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
III. When Special Circumstances Occur (continued)			
For districts receiving Title I funds, when child has been assigned or taught for four or more consecutive weeks by a teacher who does not meet state certification requirements for the grade level/subject taught	20 USC 6312	AR 4112.2	Timely notice to parent/ guardian of child's assignment
For districts receiving Title I funds, not later than 30 days after beginning of school year, to parents/guardians of English learners	20 USC 6312	AR 6174	Reasons for placement, level of proficiency, instructional methods, how program meets child's strengths and teaches English, exit requirements, right to choose other program
For schools receiving Title I funds, upon development of parent involvement policy	20 USC 6318	AR 6020	Notice of policy
When district receives Impact Aid funds for students residing on Indian lands, to parents/ guardians of Indian children	**20 USC 7704; 34 CFR 222.94**	**AR 3231**	**Relevant applications, evaluations, program plans, information about district's general educational program; opportunity to submit comments**
When household is selected for verification of eligibility for free or reduced-price meals	42 USC 1758; 7 CFR 245.6a	AR 3553	Need to submit verification information; any subsequent change in benefits; appeals
When student is homeless or unaccompanied minor	42 USC 11432; Education Code 48852.5	AR 6173	Educational and related opportunities; transportation services; placement decision

			and right to appeal
When student transfers out of state and records are disclosed without consent pursuant to 34 CFR 99.30	34 CFR 99.34	AR 5125	Right to review records
When student complains of sexual harassment	**34 CFR 106.44, 106.45**	**AR 5145.7**	**Right to file formal complaint, availability of supportive measures, notice of process, reason for dismissal of complaint if applicable**

PARENTAL NOTIFICATIONS (continued)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
III. When Special Circumstances Occur (continued)			
When district receives federal funding assistance for nutrition program	USDA FNS Instruction 113-1	BP 3555	Rights and responsibilities, nondiscrimination policy, complaint procedures
IV. Special Education Notices			
Prior to conducting initial evaluation	Education Code 56301, 56321, 56321.5, 56321.6, 56329; 20 USC 1415(d); 34 CFR 300.502, 300.503	BP 6159.1 AR 6159.1 AR 6164.4	Proposed evaluation plan, related parental rights, prior written notice, procedural safeguards
Before functional behavioral assessment begins	Education Code 56321	AR 6159.4	Notification and consent
24 hours before IEP when district intending to record	Education Code 56341.1	AR 6159	Intention to audio-record IEP meeting
Early enough to ensure opportunity for parent/ guardian to attend IEP meeting	Education Code 56341.5; 34 CFR 300.322	AR 6159	Time, purpose, location, who will attend, participation of others with special knowledge, transition statements if appropriate
When parent/guardian orally requests review of IEP	Education Code 56343.5	AR 6159	Need for written request
Within one school day of emergency intervention or serious property damage	Education Code 56521.1	AR 6159.4	Emergency intervention
Whenever there is a proposal or refusal to initiate or change	20 USC 1415(c); 34 CFR 300.300,	AR 6159 AR 6159.1	Prior written notice

the identification, evaluation, placement, or FAPE, including when parent/guardian revokes consent for services	300.503		
Upon filing of state complaint	20 USC 1415(d); 34 CFR 300.504	AR 6159.1	Procedural safeguards notice
When disciplinary measures are taken or change in placement	20 USC 1415(k); 34 CFR 300.530	AR 5144.2	Decision and procedural safeguards notice

PARENTAL NOTIFICATIONS (continued)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
IV. Special Education Notices (continued)			
Upon requesting a due process hearing	20 USC 1415(k); 34 CFR 300.508	AR 6159.1	Student's name, address, school, description of problem, proposed resolution
Eligibility for services under Section 504	34 CFR 104.32, 104.36	AR 6164.6	District responsibilities, district actions, procedural safeguards
V. Classroom Notices			
In each classroom used for license-exempt California State Preschool Program	**Education Code 8235.5**	**AR 1312.3 E 1312.3**	**Health and safety requirements for preschool programs; where to get complaint form**
In each classroom in each school	Education Code ~~8235.5,~~ 35186	AR 1312.4 E 1312.4	Complaints subject to Williams uniform complaint procedures

Policy Reference UPDATE Service
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SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: March 11, 2021

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

FROM:
Educational Services
Cynthia Gonzalez, Executive Director

☐ Informational
☒ Action

AGENDA ITEM: FIRST READING AND ADOPTION OF REVISED BOARD POLICIES, ADMINISTRATIVE REGULATIONS AND EXHIBITS – 6000 SERIES

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

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

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

- BP/AR 6142.7 – Physical Education and Activity ~ Revised
- BP/AR 6159 – Individualized Education Program ~ Revised
- BP/AR 6159.1 – Procedural Safeguards for Special Education ~ Revised
- BP/AR 6159.2 – Nonpublic, Nonsectarian School and Agency Services for Special Education ~ Revised
- BP/AR/Exhibit 6161.1 – Selection and Evaluation of Instructional Materials ~ Revised
- BP 6170.1 – Transitional Kindergarten ~ Revised

RECOMMENDATION:
Approve First Reading and Adoption of Revised Board Policies, Administrative Regulations and Exhibits - 6000 series: Board Policy/Administrative Regulation 6142.7 – Physical Education and Activity, Board Policy/Administrative Regulation 6159 – Individualized Education Program, Board Policy/Administrative Regulation 6159.1 – Procedural Safeguards for Special Education, Board Policy/Administrative Regulation 6159.2 – Nonpublic, Nonsectarian School and Agency Services for Special Education, Board Policy/Administrative Regulation/Exhibit 6161.1 – Selection and Evaluation of Instructional Materials and Board Policy 6170.1 – Transitional Kindergarten.

LCAP GOAL AND ACTION/SERVICE:

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

Financial Implications?	Are funds for this item available in the 2020-2021 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

PHYSICAL EDUCATION AND ACTIVITY

Note: The following ~~optional~~ policy may be revised to reflect district practice and the grade levels offered by the district. See the accompanying administrative regulation for definitions of "physical education" and "physical activity" based on the California Department of Education's (CDE) 2009 Physical Education Framework for California Public Schools.

~~The federal Child Nutrition and Women, Infants and Children (WIC) Reauthorization Act of 2004 (~~42 USC 1758b~~)~~ mandates each district participating in federal meals programs to adopt a districtwide student wellness policy, including goals for physical activity. See BP 5030 - Student Wellness for language fulfilling this mandate. The following policy also ~~may~~ incorporate**s** goals for physical activity.

Education Code 33352 requires ~~the~~ CDE, as part of the Federal Program Monitoring **(FPM)** process, to monitor districts' compliance with specified state physical education requirements which are reflected in the following policy and the accompanying administrative regulation. **During the FPM process, CDE will request a link to this policy as evidence of specified components of compliance.**

The Governing Board recognizes the positive benefits of physical activity on student health**, well-being**, and academic achievement. The district shall provide all students the opportunity to be physically active on a regular basis through high-quality physical education instruction and may provide additional opportunities for physical activity throughout the school day. The district's physical education and activity programs shall support the district's coordinated student wellness program and encourage students' lifelong fitness.

(cf. 5030 - Student Wellness)
(cf. 6142.8 - Comprehensive Health Education)

Note: During the FPM monitoring process, CDE will check the district's compliance with laws requiring that physical education classes be conducted in a coeducational, inclusive manner.

Physical education classes shall be conducted in the coeducational, inclusive manner prescribed by law. The district shall provide instruction in physical education that provides equal access and equal opportunities for participation for all students in grades 1-12 regardless of gender, sexual orientation, and mental or physical disability. (Education Code 220, 221.5, 33352; 5 CCR 4900, 4930, 4931, 4940, 4960; 34 CFR 106.33, 106.34, 300.108)

(cf. 0410 - Nondiscrimination in District Programs and Activities)

Note: Education Code 51210 and 51220 require the district's course of study for grades 1-12 to include physical education, with an emphasis on physical activities conducive to health and vigor of body and mind; see AR 6143 - Courses of Study. ~~The CDE's 2009 Physical Education Framework for California Public Schools~~ **The state curriculum framework** describes components of a comprehensive physical education program based on the voluntary Physical Education Model Content Standards adopted by the State Board of Education (SBE).

PHYSICAL EDUCATION AND ACTIVITY (continued)

The district's physical education program shall provide a developmentally appropriate sequence of instruction aligned with the state's model content standards and curriculum framework.

(cf. 6011 - Academic Standards)
(cf. 6143 - Courses of Study)

Note: The following **optional** paragraph ~~is for use by all districts and~~ may be revised to reflect district practice. The U.S. Department of Health and Human Services' (HHS) ~~Healthy People 2020~~ **Physical Activity Guidelines for Americans** recommends that children and adolescents participate in at least 60 minutes of **age-appropriate** moderate to vigorous physical activity per day, which can be accrued in smaller increments throughout the day. ~~To help reach this goal, HHS recommends that students be engaged in moderate to vigorous physical activity for at least 50 percent of physical education class time.~~ **It is recommended that the majority of the 60 minutes or more of daily physical activity be aerobic exercise, which includes vigorous physical activity at least three days a week, and that muscle and bone strengthening exercise be included at least three days a week. To help students reach these goals, the state curriculum framework recommends that students be engaged in moderate to vigorous physical activity for at least 50 percent of physical education class time.** See the accompanying administrative regulation for definitions of "moderate physical activity" and "vigorous physical activity." Also see CSBA's Fact Sheet on Moderate to Vigorous Physical Activity in Physical Education to Improve Health and Academic Outcomes.

The district's physical education program shall engage students in **age-appropriate** moderate to vigorous physical activity, as defined in the accompanying administrative regulation, ~~for at least 50 percent of class or session time~~ **including aerobic, muscle-strengthening, and bone-strengthening activities.** The Superintendent or designee shall develop strategies to monitor the amount of moderate to vigorous physical activity that takes place in the physical education instructional program.

Note: The following two **optional** paragraphs are for use by districts that maintain high schools.

According to the ~~CDE's Physical Education Framework for California Public Schools~~ **state curriculum framework**, it is the obligation of the Governing Board to determine whether to grant physical education credit for a particular course, including, but not limited to, junior ROTC, marching band, cheerleading, or drill team. In making this determination, the Board must determine how the particular course supports an overall course of study for grades 9-12 that includes the eight content areas specified in Education Code 33352 and 5 CCR 10060 for physical education programs. While it is not necessary that each individual course include all eight content areas, the course offerings must be structured so that all students receive opportunities for instruction in each of the eight areas across grades 9-12. ~~The~~ CDE's Physical Education FAQs add that any course for which physical education credit is granted must also meet requirements in Education Code 33352 pertaining to minimum instructional minutes, various reporting requirements, and the assignment of an appropriately credentialed teacher.

For grades 9-12, the overall course of study shall include the effects of physical activity upon dynamic health, the mechanics of body movement, aquatics, gymnastics and tumbling, individual and dual sports, rhythms and dance, team sports, and combatives. (Education Code 33352; 5 CCR 10060)

PHYSICAL EDUCATION AND ACTIVITY (continued)

The Board shall approve the courses in grades 9-12 for which physical education credit may be granted.

(cf. 6146.1 - High School Graduation Requirements)
(cf. 6146.11 - Alternative Credits Toward Graduation)

Note: The following paragraph is **optional**. See the accompanying administrative regulation for sample strategies for physical activity opportunities outside the physical education program. Also see CSBA's Fact Sheet on Maximizing Opportunities for Physical Activity During the School Day.

The Superintendent or designee shall develop strategies to supplement physical education instruction with additional opportunities for students to be physically active before, during, and after the school day.

(cf. 1330.1 - Joint Use Agreements)
(cf. 5142.2 - Safe Routes to School Program)
(cf. 5148 - Child Care and Development Program)
(cf. 5148.2 - Before/After School Programs)
(cf. 6145 - Extracurricular and Cocurricular Activities)

Note: The following **optional** paragraph is for use by all districts and may be revised to reflect district practice. The U.S. Department of Health and Human Services' (HHS) Healthy People 2020 recommends that children and adolescents participate in at least 60 minutes of moderate to vigorous physical activity per day, which can be accrued in smaller increments throughout the day. To help reach this goal, HHS recommends that students be engaged in moderate to vigorous physical activity for at least 50 percent of physical education class time. See the accompanying administrative regulation for definitions of 'moderate physical activity' and 'vigorous physical activity.' Also see CSBA's Fact Sheet on Moderate to Vigorous Physical Activity in Physical Education to Improve Health and Academic Outcomes.

The district's physical education program shall engage students in moderate to vigorous physical activity, as defined in the accompanying administrative regulation, for at least 50 percent of class or session time. The Superintendent or designee shall develop strategies to monitor the amount of moderate to vigorous physical activity that takes place in the physical education instructional program.

The Superintendent or designee shall ensure that the district's program provides students with equal opportunities for instruction and participation regardless of gender in accordance with law.

(cf. 0410 - Nondiscrimination in District Programs and Activities)

Students with disabilities shall be provided instruction in physical education in accordance with their individualized education program or Section 504 accommodation plan.

(cf. 6159 - Individualized Education Program)
(cf. 6164.6 - Identification and Education Under Section 504)

PHYSICAL EDUCATION AND ACTIVITY (continued)

During air pollution episodes, extreme weather, or other inclement conditions, physical education staff shall make appropriate adjustments to the program or shall seek alternative indoor space to enable students to participate in active physical education.

(cf. 3514 - Environmental Safety)
(cf. 5141.7 - Sun Safety)
(cf. 5141.23 - Asthma Management)
(cf. 6145.2 - Athletic Competition)

The Superintendent or designee shall develop strategies to supplement physical education instruction with additional opportunities for students to be physically active before, during, and after the school day.

(cf. 1330.1 - Joint Use Agreements)
(cf. 5142.2 - Safe Routes to School Program)
(cf. 5148 - Child Care and Development Program)
(cf. 5148.2 - Before/After School Programs)
(cf. 6145 - Extracurricular and Cocurricular Activities)

Staffing

Note: A departmentalized class in physical education may be taught by a teacher with a single subject credential that authorizes instruction in physical education. **Pursuant to Education Code 44256, t**~~T~~he holder of a multiple subject credential may teach a departmentalized class in grades K-9 **if the credential holder has completed 20 semester hours of coursework or 10 semester hours of upper division or graduate coursework** in the subject ~~of his/her major or minor pursuant to 5 CCR 80020~~ **to be taught**. In addition, Education Code 44256 ~~authorizes~~ **allows** the Board **by resolution** to ~~assign~~ **authorize** a multiple subject credentialed teacher to teach a departmentalized class below grade 9 if ~~he/she~~ **the credential holder** has ~~20 hours~~ **completed at least 12 semester units or six upper division or graduate units** of coursework ~~or 10 hours of upper division coursework~~ in the subject to be taught. Education Code 44258.3 authorizes the Board to assign any credentialed teacher to a departmentalized class in grades K-12 if ~~he/she~~ **the teacher** has adequate knowledge of the subject to be taught based on **criteria specified in Education Code 44258.3 and** ~~specific~~ district-adopted ~~criteria and standards~~ **policies and procedures**. Pursuant to 5 CCR 80046.1, a credentialed teacher may seek an added authorization to teach adapted physical education to students who are precluded from participating in a general education physical education program or a specially designed physical education program.

CDE's Physical Education FAQs clarify that a teacher credentialed in a subject other than physical education may teach physical education if approved by the committee on assignments.

~~The~~ CDE's Physical Education FAQs **also** clarify that an instructional aide or noncredentialed volunteer may assist the credentialed teacher, but may not provide the physical education instruction.

For further information about staffing of physical education classes, see the CTC's web site and its Administrator's Assignment Manual.

Physical education instruction shall be delivered by appropriately credentialed teachers who may be assisted by instructional aides, paraprofessionals, and/or volunteers.

BP 6142.7(e)

PHYSICAL EDUCATION AND ACTIVITY (continued)

(cf. 1240 - Volunteer Assistance)
(cf. 4112.2 - Certification)
(cf. 4112.21 - Interns)
(cf. 4113 - Assignment)
(cf. 4222 - Teacher Aides/Paraprofessionals)

The district shall provide physical education teachers with continuing professional development, including classroom management and instructional strategies designed to keep students engaged and active and to enhance the quality of physical education instruction and assessment.

(cf. 4131 - Staff Development)
(cf. 5121 - Grades/Evaluation of Student Achievement)

Physical Fitness Testing

Note: The following section may be revised to reflect grade levels offered by the district. Education Code 60800 requires districts to administer a physical fitness test to students in grades 5, 7, and 9. The SBE has designated the FITNESSGRAM as the required physical fitness test. See the accompanying administrative regulation for testing requirements.

The Superintendent or designee shall annually administer the physical fitness test designated by the State Board of Education (FITNESSGRAM) to students in grades 5, 7, and 9. (Education Code 60800; 5 CCR 1041)

Temporary Exemptions

Note: ~~The following section is **optional** and should be revised to reflect district practice.~~

Education Code 51241 authorizes, but does not require, the district to grant temporary exemptions from physical education under the conditions described in items #1-2 below. **During the FPM process, the district may provide a link to the district's policy as evidence of any physical education exemptions offered by the district. The following section is optional and should be revised to reflect district practice.**

The Superintendent or designee may grant a student a temporary exemption from physical education under either of the following conditions: (Education Code 51241)

1. The student is ill or injured and a modified program to meet ~~his/her~~ **the student's** needs cannot be provided.

2. The student is enrolled for one-half time or less.

PHYSICAL EDUCATION AND ACTIVITY (continued)

Two-Year Exemptions

Note: The following **optional** section is for use by districts that maintain grades 10-12. Education Code 51241 authorizes, but does not require, the district to grant a two-year exemption from physical education to eligible students in grades 10-12.

Pursuant to Education Code 51241, in order to be eligible for the two-year exemption, students are required to satisfactorily meet at least five of the six standards of the FITNESSGRAM administered in grade 9. Students are considered to have satisfactorily met a standard on the FITNESSGRAM if they score in the "healthy fitness zone" on that standard. The six fitness areas measured by FITNESSGRAM are aerobic capacity, body composition, abdominal strength and endurance, trunk extensor strength and flexibility, upper body strength and endurance, and flexibility.

With the student's consent, the Superintendent or designee may exempt a student from physical education courses for any two years during grades 10-12 provided that the student has satisfactorily met at least five of the six standards of the FITNESSGRAM in grade 9. (Education Code 51241)

Note: In addition to administering the physical fitness test to students in grade 9, Education Code 51241 authorizes districts to administer the test to students in grades 10-12 so that such students may qualify for the two-year exemption. The following paragraph is **optional**.

Upon request by students and/or their parents/guardians, the Superintendent or designee may administer the FITNESSGRAM to students in grades 10-12 who need to pass the test in order to qualify for a two-year exemption from physical education courses.

Students in grades 10-12 who have been granted a two-year exemption shall be offered a variety of elective physical education courses of not less than 400 minutes each 10 school days. (Education Code 51222)

Such students shall not be permitted to attend fewer total hours of courses and classes than they would have attended if enrolled in a physical education course. (Education Code 51241)

(cf. 6112 - School Day)

Permanent Exemptions

Note: The following section is **optional** and should be revised to reflect district practice. Education Code 51241 authorizes, but does not require, the district to grant permanent exemptions from physical education to an individual student under the conditions described in items #1-3 below.

The Superintendent or designee may grant a student a permanent exemption from physical education under any of the following conditions: (Education Code 51241)

PHYSICAL EDUCATION AND ACTIVITY (continued)

1. The student is age 16 years or older and has been enrolled in grade 10 for one or more academic years. However, such a student shall not be permitted to attend fewer total hours of courses and classes than ~~he/she~~ **the student** would have attended if enrolled in a physical education course.

2. The student is enrolled as a postgraduate student.

3. The student is enrolled in a juvenile home, ranch, camp, or forestry camp school with scheduled recreation and exercise.

Other Exemptions

Note: The following **optional** section is for use by districts that maintain high schools and should be revised to reflect district practice. Education Code 51222, 51242, and 52316 authorize, but do not require, the following exemptions from physical education courses.

The Superintendent or designee may grant a student an exemption from physical education under the following special circumstances:

1. When the student is in any of grades 10-12 and is excused for up to 24 clock hours in order to participate in automobile driver training. However, any such student shall attend a minimum of 7,000 minutes of physical education instruction during the school year. (Education Code 51222)

2. When the student is in any of grades 10-12, attends a regional occupational center or program, and, because of the travel time involved, would experience hardship to attend physical education courses. Any such student shall have a minimum school day of 180 minutes. (Education Code 52316)

(cf. 6178.2 - Regional Occupational Center/Program)

3. When the student is in high school and is engaged in a regular school-sponsored interscholastic athletic program carried on wholly or partially after regular school hours. (Education Code 51242)

(cf. 6145.2 - Athletic Competition)

Program Evaluation

Note: The following **optional** section should be revised to reflect district practice. Districts that do not maintain high schools or do not offer any of the exemptions described in the sections above on "Two-Year Exemptions" or "Permanent Exemptions" should modify the following paragraph to delete reports of two-year and permanent exemptions.

PHYSICAL EDUCATION AND ACTIVITY (continued)

The Superintendent or designee shall annually report to the Board each school's FITNESSGRAM results for each applicable grade level. ~~He/she~~ **The Superintendent or designee** shall also report to the Board regarding the number of instructional minutes offered in physical education for each grade level, the number of two-year and permanent exemptions granted pursuant to Education Code 51241, and any other data agreed upon by the Board and the Superintendent or designee to evaluate program quality and the effectiveness of the district's program in meeting goals for physical activity **and student well-being**.

(cf. 0500 - Accountability)
(cf. 6190 - Evaluation of the Instructional Program)

Legal Reference: (see next page)

Legal Reference:

EDUCATION CODE
220 Prohibition of discrimination
221.5 Sex equity in education
33126 School accountability report card
33350-33354 CDE responsibilities re: physical education
35256 School accountability report card
44250-44277 Credential types
49066 Grades; physical education class
51210 Course of study, grades 1-6
51220 Course of study, grades 7-12
51222 Physical education
51223 Physical education, elementary schools
51241 Temporary, two-year or permanent exemption from physical education
51242 Exemption from physical education for athletic program participants
*52316 Excuse from attending physical education classes**; regional occupational center/program***
60800 Physical performance test
CODE OF REGULATIONS, TITLE 5
*1040-~~1048~~ **1044** Physical performance test*
1047-1048 Testing variations and accommodations
3051.5 Adapted physical education for individuals with exceptional needs
*4600-~~4687~~ **4670** Uniform complaint procedures*
4900-4965 Nondiscrimination in elementary and secondary educational programs receiving state or federal financial assistance
10060 Criteria for high school physical education programs
80020 Additional assignment authorizations for specific credentials
80037 Designated subjects teaching credential; special teaching authorization in physical education
80046.1 Added authorization to teach adapted physical education
UNITED STATES CODE, TITLE 29
794 Rehabilitation Act of 1973, Section 504
UNITED STATES CODE, TITLE 42
1758b Local wellness policy
CODE OF FEDERAL REGULATIONS, TITLE 34
106.33 Nondiscrimination on the basis of sex; comparable facilities
106.34 Nondiscrimination on the basis of sex; access to classes and schools
300.108 Assistance to states for the education of children with disabilities; physical education
ATTORNEY GENERAL OPINIONS
53 Ops.Cal.Atty.Gen. 230 (1970)
COURT DECISIONS
Doe v. Albany Unified School District (2010) 190 Cal.App.4th 668
Cal200 et al. v. San Francisco Unified School District et al. (2013), San Francisco Superior Court, Case No. CGC-13-534975
Cal200 et al. v. Oakland Unified School District et al. (San Francisco Superior Court, Case No. CPF-14-513959

Management Resources: (see next page)

PHYSICAL EDUCATION AND ACTIVITY (continued)

Management Resources:

CSBA PUBLICATIONS

~~*Districts at Risk from Lawsuits Regarding PE Instructional Minute Requirement, Legal Alert, May 2015*~~

Monitoring for Success: A Guide for Assessing and Strengthening Student Wellness Policies, 2012

Student Wellness: A Healthy Food and Physical Activity Policy Resource Guide, ~~rev.~~ 2012

Active Bodies, Active Minds: Physical Activity and Academic Achievement, Fact Sheet, February 2010

Maximizing Opportunities for Physical Activity Through Joint Use of Facilities, Policy Brief, ~~rev.~~ February 2010

Maximizing Opportunities for Physical Activity During the School Day, Fact Sheet, November 2009

Moderate to Vigorous Physical Activity in Physical Education to Improve Health and Academic Outcomes, Fact Sheet, November 2009

Physical Education and California Schools, Policy Brief, ~~rev.~~ October 2007

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Physical Education Framework for California Public Schools: Kindergarten Through Grade 12, 2009

Physical Education Model Content Standards for California Public Schools: Kindergarten Through Grade 12, January 2005

~~*Adapted Physical Education Guidelines for California Schools, 2003*~~

CENTERS FOR DISEASE CONTROL AND PREVENTION PUBLICATIONS

School Health Index (SHI): A Self-Assessment and Planning Guide ***, Elementary School,*** ~~*2014*~~ ***2017***

School Health Index (SHI): A Self-Assessment and Planning Guide, Middle/High School, 2017

COMMISSION ON TEACHER CREDENTIALING PUBLICATIONS

The Administrator's Assignment Manual, ~~*2007*~~ ***2019***

U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES PUBLICATIONS

~~*2008*~~ *Physical Activity Guidelines for Americans,* ***2nd Edition,*** ~~*October 2008*~~ ***2018***

WEB SITES

CSBA: http://www.csba.org

California Department of Education ~~*Physical Fitness Testing: http://www.cde.ca.gov/ta/tg/pf*~~ ***http://www.cde.ca.gov***

California Healthy Kids Resource Center: http://www.californiahealthykids.org

California Project LEAN (Leaders Encouraging Activity and Nutrition): http://www.californiaprojectlean.org

Centers for Disease Control and Prevention: http://www.cdc.gov

Commission on Teacher Credentialing: http://www.ctc.ca.gov

~~*Educational Data System, California physical fitness: http://www.eddata.com/projects/current/cpf*~~

Healthy People 2010: http://www.healthypeople.gov

National Association for Sport and Physical Education: ~~*http://www.aahperd.org/naspe*~~

https://www.pgpedia.com/n/national-association-sport-and-physical-education

President's Council on ~~*Physical Fitness and Sports*~~ ***Sports, Fitness and Nutrition****: http://www.fitness.gov*

U.S. Department of Health and Human Services: http://www.health.gov

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Board Policy Manual
San Ysidro School District

Policy 6142.7: Physical Education And Activity

Status: ADOPTED

Original Adopted Date: 07/11/2019 | **Last Reviewed Date:** 07/11/2019

The Board of Education recognizes the positive benefits of physical activity on student health and academic achievement. The district shall provide all students the opportunity to be physically active on a regular basis through high-quality physical education instruction and may provide additional opportunities for physical activity throughout the school day. The district's physical education and activity programs shall support the district's coordinated student wellness program and encourage students' lifelong fitness.

The district's physical education program shall provide a developmentally appropriate sequence of instruction aligned with the state's model content standards and curriculum framework.

Students with disabilities shall be provided instruction in physical education in accordance with their individualized education program or Section 504 accommodation plan.

During air pollution episodes, extreme weather, or other inclement conditions, physical education staff shall make appropriate adjustments to the program or shall seek alternative indoor space to enable students to participate in active physical education.

Staffing

Physical education instruction shall be delivered by appropriately credentialed teachers who may be assisted by instructional aides, paraprofessionals, and/or volunteers.

The district shall provide physical education teachers with continuing professional development, including classroom management and instructional strategies designed to keep students engaged and active and to enhance the quality of physical education instruction and assessment.

Physical Fitness Testing

The Superintendent or designee shall annually administer the physical fitness test designated by the State Board of Education (FITNESSGRAM) to students in grades 5 and 7. (Education Code 60800; 5 CCR 1041)

Temporary Exemptions

The Superintendent or designee may grant a student a temporary exemption from physical education under either of the following conditions: (Education Code 51241)

1. The student is ill or injured and a modified program to meet his/her needs cannot be provided.
2. The student is enrolled for one-half time or less.

Program Evaluation

The Superintendent or designee shall annually report to the Board each school's FITNESSGRAM results for each applicable grade level. He/she shall also report to the Board regarding the number of instructional minutes offered in physical education for each grade level, the number of two-year and permanent exemptions granted pursuant to Education Code 51241, and any other data agreed upon by the Board and the Superintendent or designee to evaluate program quality and the effectiveness of the district's program in meeting goals for physical activity.

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

State References	Description
5 CCR 10060	Criteria for high school physical education programs
5 CCR 1040-1048	Physical performance test
5 CCR 3051.5	Adapted physical education for individuals with exceptional needs
5 CCR 4600-4687	Uniform complaint procedures

5 CCR 80020	Additional assignment authorizations for specific credentials
5 CCR 80037	Designated subjects teaching credential; special teaching authorization in physical education
5 CCR 80046.1	Added authorization to teach adapted physical education
Ed. Code 33126	School accountability report card
Ed. Code 33350-33354	CDE responsibilities re: physical education
Ed. Code 35256	School accountability report card
Ed. Code 44250-44277	Credentials and assignment of teachers
Ed. Code 49066	Grades; change of grade; physical education grade
Ed. Code 51210	Course of study for grades 1-6
Ed. Code 51220	Course of study for grades 7-12
Ed. Code 51222	Physical education, instructional minutes
Ed. Code 51223	Physical education, elementary schools
Ed. Code 51241	Temporary, two-year or permanent exemption from physical education
Ed. Code 51242	Exemption from physical education for athletic program participants
Ed. Code 52316	Excuse from attending physical education classes
Ed. Code 60800	Physical performance test

Federal References	**Description**
29 USC 794	Rehabilitation Act of 1973, Section 504
42 USC 1758b	Local wellness policy

Management Resources References	**Description**
Attorney General Opinion	53 Ops.Cal.Atty.Gen. 230 (1970)
California Department of Education Publication	Physical Education Model Content Standards for California Public Schools, Kindergarten Through Grade Twelve, January 2005
California Department of Education Publication	Adapted Physical Education Guidelines for California Schools, 2003
California Department of Education Publication	Physical Education Framework for California Public Schools, Kindergarten Through Grade Twelve, 2009
Centers For Disease Control And Prevention Publica	School Health Index (SHI): Self-Assessment and Planning Guide 2014
Commission On Teacher Credentialing Publication	The Administrator's Assignment Manual, 2007
Court Decision	Doe v. Albany Unified School District (2010) 190 Cal.App.4th 668
Court Decision	Cal200 et al. v. San Francisco Unified School District et al. (2013), San Francisco Superior Court, Case No. CGC-13-534975
Court Decision	Cal200 et al. v. Oakland Unified School District et al. (San Francisco Superior Court, Case No. CPF-14-513959
CSBA Publication	Districts at Risk from Lawsuits Regarding PE Instructional Minute Requirement, Legal Alert, May 2015
CSBA Publication	Physical Education and California Schools, Policy Brief, rev. October 2007
CSBA Publication	Maximizing Opportunities for Physical Activity Through Joint Use of Facilities, Policy Brief, rev. February 2010
CSBA Publication	Maximizing Opportunities for Physical Activity During the School Day, Fact Sheet, November 2009
CSBA Publication	Moderate to Vigorous Physical Activity in Physical Education to Improve Health and Academic Outcomes, Fact Sheet, November 2009

CSBA Publication	Monitoring for Success: A Guide for Assessing and Strengthening Student Wellness Policies, rev. 2012
CSBA Publication	Student Wellness: A Healthy Food and Physical Activity Policy Resource Guide, rev. 2012
CSBA Publication	Active Bodies, Active Minds: Physical Activity and Academic Achievement, Fact Sheet, February 2010
U.S. Dept of Health And Human Services Publication	2008 Physical Activity Guidelines for Americans, October 2008
Website	California Project LEAN (Leaders Encouraging Activity and Nutrition)
Website	California Department of Education, Physical Fitness Testing
Website	Educational Data System, California physical fitness
Website	Healthy People 2010
Website	President's Council on Physical Fitness and Sports
Website	U.S. Department of Health and Human Services
Website	National Association for Sport and Physical Education
Website	Commission on Teacher Credentialing
Website	California Healthy Kids Resource Center
Website	Centers for Disease Control and Prevention
Website	CSBA

Cross References	**Description**
0410	Nondiscrimination In District Programs And Activities
0500	Accountability
0510	School Accountability Report Card
1240	Volunteer Assistance
1240	Volunteer Assistance
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3-E(1)	Uniform Complaint Procedures
1312.3-E(2)	Uniform Complaint Procedures
1330.1	Joint Use Agreements
1700	Relations Between Private Industry And The Schools
3514	Environmental Safety
3514	Environmental Safety
3552	Summer Meal Program
3552	Summer Meal Program
4112.2	Certification
4112.2	Certification
4112.21	Interns
4112.21	Interns
4113	Assignment
4113	Assignment
4115	Evaluation/Supervision

4115	Evaluation/Supervision
4127	Temporary Athletic Team Coaches
4127	Temporary Athletic Team Coaches
4131	Staff Development
4222	Teacher Aides/Paraprofessionals
4222	Teacher Aides/Paraprofessionals
4227	Temporary Athletic Team Coaches
4227	Temporary Athletic Team Coaches
4231	Staff Development
4327	Temporary Athletic Team Coaches
4327	Temporary Athletic Team Coaches
5030	Student Wellness
5121	Grades/Evaluation Of Student Achievement
5121	Grades/Evaluation Of Student Achievement
5125	Student Records
5125	Student Records
5148	Child Care And Development
5148	Child Care And Development
5148.2	Before/After School Programs
5148.2	Before/After School Programs
6011	Academic Standards
6112	School Day
6112	School Day
6141	Curriculum Development And Evaluation
6141	Curriculum Development And Evaluation
6142.8	Comprehensive Health Education
6142.8	Comprehensive Health Education
6143	Courses Of Study
6143	Courses Of Study
6145	Extracurricular And Cocurricular Activities
6145	Extracurricular And Cocurricular Activities
6145.2	Athletic Competition
6145.2	Athletic Competition
6145.5	Student Organizations And Equal Access
6145.5	Student Organizations And Equal Access
6159	Individualized Education Program
6159	Individualized Education Program
6162.5	Student Assessment
6164.6	Identification And Education Under Section 504
6164.6	Identification And Education Under Section 504
6172	Gifted And Talented Student Program

6172	Gifted And Talented Student Program
6177	Summer Learning Programs
6179	Supplemental Instruction
6190	Evaluation Of The Instructional Program
7110	Facilities Master Plan

PHYSICAL EDUCATION AND ACTIVITY

Definitions

Note: The following **optional** section reflects definitions provided in the California Department of Education's (CDE) 2009 Physical Education Framework for California Public Schools.

Physical education is a sequential educational program that teaches students to understand and participate in regular physical activity that **assists in** developing and maintaining physical fitness throughout their lifetime, understand and improve their motor skills, enjoy using their skills and knowledge to establish a healthy lifestyle, and understand how their bodies work.

Physical activity is bodily movement that is produced by the contraction of skeletal muscle and that substantially increases energy expenditure, including exercise, sport, dance, and other movement forms.

Moderate physical activity is any activity which generally requires sustained, rhythmic movements and refers to a level of effort a healthy individual might expend while, for example, walking briskly, dancing, swimming, or bicycling on level terrain. A person should feel some exertion but should be able to carry on a conversation comfortably during the activity.

Vigorous physical activity is any activity which generally requires sustained, rhythmic movements and refers to a level of effort a healthy individual might expend while, for example, jogging, participating in high-impact aerobic dancing, swimming continuous laps, or bicycling uphill. Vigorous physical activity may be intense enough to result in a significant increase in heart and respiration rate.

Instructional Time

Note: The district should revise the following section to reflect the grade levels and grade configurations offered by the district. Education Code 51210 requires the adopted course of study for grades 1-6 to include instruction in physical education for at least 200 minutes each 10 school days, exclusive of recess and the lunch period. For grades 7-12, Education Code 51222 requires that all students, except students excused or exempted pursuant to Education Code 51241, attend courses of physical education for at least 400 minutes each 10 school days. However, pursuant to Education Code 51223, an elementary school maintaining grades 1-8 ~~must~~ **is required to** provide instruction in physical education for students in grades 7-8 that matches the requirement for grades 1-6 of not less than 200 minutes each 10 school days, exclusive of recess and the lunch period.

When determining the number of instructional minutes, it is recommended that districts exclude time spent walking to and from class or engaging in other physical activity conducted outside the physical education instructional program, such as in regular classroom activities or before/after school programs.

PHYSICAL EDUCATION AND ACTIVITY (continued)

CDE's Federal Program Monitoring (FPM) process reviews district compliance with legal requirements pertaining to minimum instructional minutes of physical education. ~~In addition, a number of recent legal actions (e.g.,, Cal200 v. San Francisco Unified~~

~~School District, Cal200 v. Oakland Unified School District) have examined districts' compliance with the instructional time requirements.~~

Instruction in physical education shall be provided for at least the following minimum period of time: (Education Code 51210, 51222, 51223)

1. For students in grades 1-6, 200 minutes each 10 school days, exclusive of recesses and the lunch period

2. For students in grades 7-8 attending an elementary school, 200 minutes each 10 school days, exclusive of recesses and the lunch period

3. For students in grades 7-8 attending a middle school or junior high school, 400 minutes each 10 school days

4. For students in grades 9-12, 400 minutes each 10 school days

Note: Districts are cautioned to schedule physical education classes in a manner that takes into consideration circumstances that may occasionally interfere with the provision of physical education. Under a settlement reached in Cal200 et al. v. San Francisco Unified School District, schools that skip minutes of physical education instruction for any reason are required to make up those minutes on another day so that the instructional minutes requirement is satisfied.

If the instructional minute requirement cannot be met during any 10-day period due to inclement weather, a school assembly, field trip, student assessment, or other circumstance, the school shall make up those minutes on another day in order to satisfy the instructional minute requirement.

Note: The following **optional** paragraph may be revised to reflect district practice. In order to demonstrate compliance with instructional minute requirements, it is recommended that the district determine the method(s) of documentation it will use and ensure consistent implementation. For examples of such methods, see ~~the~~ CDE's FPM instrument~~, and CSBA's Legal Alert Districts at Risk from Lawsuits Regarding PE Instructional Minute Requirement~~ **Physical Education Guidelines Elementary Schools, and Physical Education Guidelines Middle and High School**.

The Superintendent or designee shall determine a method to document compliance with the required number of instructional minutes. Such documentation may include, but not be limited to, a master schedule, **bell schedule, weekly schedule for each teacher providing physical education instruction, district calendar,** teacher roster, or log for staff or students to record the number of physical education minutes completed.

Note: ~~The following paragraph is for use by districts maintaining elementary schools. As amended by AB 1391 (Ch. 706, Statutes of 2015),~~ Education Code 51210 and 51223 authorize the use of uniform complaint procedures (5 CCR 4600-~~4687~~ **4670**) for any complaint that an elementary school has not complied with the **physical education** instructional minute requirement. **Education Code 51222, as amended by SB 75 (Ch. 51, Statutes of 2019), extends such use of uniform complaint procedures to grades 7-12.** See BP/AR 1312.3 - Uniform Complaint Procedures.

Any complaint alleging noncompliance with the instructional minute requirement ~~for elementary schools~~ may be filed in accordance with the district's procedures in AR 1312.3 - Uniform Complaint Procedures. A complainant not satisfied with the district's decision may appeal the decision to the California Department of

Education (CDE). If the district or ~~the~~ CDE finds merit in a complaint, the district shall provide a remedy to all affected students and parents/guardians. (Education Code 51210, **51222,** 51223; 5 CCR 4600-~~4687~~ **4670**)

(cf. 1312.3 - Uniform Complaint Procedures)

Monitoring Moderate to Vigorous Physical Activity

Note: The following **optional** section may be revised to reflect district practice. See the accompanying Board policy for language establishing ~~an expectation for students to be engaged in moderate to vigorous physical activity for 50 percent of physical education class/session time~~ **goals for moderate to vigorous physical activity in physical education classes**.

To monitor ~~whether~~ **the amount of time** students are engaged in moderate to vigorous physical activity ~~for at least 50 percent of physical education class or session time~~, the Superintendent or designee may:

1. Develop methods to estimate the amount of time students spend in moderate to vigorous physical activity ~~or the number of students who~~ **and the amount of time students** are inactive during physical education classes

2. Provide physical education teachers with staff development, self-monitoring tools, stopwatches, and/or heart rate monitors to assist them in planning and assessing the level of activity in their classes

(cf. 4115 - Evaluation/Supervision)

Physical Fitness Testing

Note: Education Code 60800 requires districts to administer a physical fitness test to students in grades 5, 7, and 9. The State Board of Education has designated FITNESSGRAM as the required physical fitness test. Pursuant to 5 CCR 1041, this requirement also applies to students who attend schools that are on a block schedule and students who may not be enrolled in physical education classes during the annual assessment window.

The following paragraph should be modified to reflect grade levels offered by the district. In addition, if the district has chosen to administer the test in any of grades 10-12 (see accompanying Board policy), the following paragraph should be modified accordingly.

During the annual assessment window between the months of February through May, students in grades 5, 7, and 9 shall be administered the physical fitness test designated by the State Board of Education (FITNESSGRAM). (Education Code 60800; 5 CCR 1041)

(cf. 6162.5 - Student Assessment)

The Superintendent or designee may provide a make-up date for students who are unable to take the test based on absence or temporary physical restriction or limitations, such as students recovering from illness or injury. (5 CCR 1043)

Note: The following paragraph is **optional**. 5 CCR 1043.4 authorizes, but does not require, the district to designate a physical fitness test coordinator. If the district chooses to designate a test coordinator, ~~his/her~~ **the** duties must include those described in 5 CCR 1043.4.

On or before November 1 of each school year, the Superintendent may designate an employee to serve as the district's physical fitness test coordinator and so notify the test contractor. The test coordinator shall serve as the liaison between the district and ~~California Department of Education~~ **CDE** for all matters related to the physical fitness test. ~~His/her~~ **The** duties shall be those specified in 5 CCR 1043.4, including, but not limited to~~, overseeing the administration of the test and the collection and return of all test data to the test contractor.~~**:** (5 CCR 1043.4)

1. Responding to correspondence and inquiries from the contractor in a timely manner and as provided in the contractor's instructions

2. Determining district and school site test and test material needs

3. Overseeing the administration of the physical fitness test to students

4. Overseeing the collection and return of all test data to the contractor

5. Ensuring that all test data are received from school test sites in sufficient time to satisfy the reporting requirements

6. Ensuring that all test data are sent to the test contractor by June 30 of each year

Students shall be provided with their individual results after completing the FITNESSGRAM. The test results may be provided in writing or orally as the student completes the testing and shall be included in ~~his/her~~ **the student's** cumulative record. (Education Code 60800; 5 CCR 1043.10, 1044)

(cf. 5125 - Student Records)

Note: The following paragraph is **optional**.

Each student's test results shall also be provided to ~~his/her~~ **the student's** parents/guardians.

The Superintendent or designee shall report the aggregate results of the FITNESSGRAM in the annual school accountability report card required by Education Code 33126 and 35256. (Education Code 60800)

(cf. 0510 - School Accountability Report Card)

Testing Variations

All students may be administered the FITNESSGRAM with the following test variations: (5 CCR 1047)

1. Extra time within a testing day

2. Test directions that are simplified or clarified

All students may have the following test variations if they are regularly used in the classroom: (5 CCR 1047)

1. Audio amplification equipment

2. Separate testing for individual students provided that ~~they~~ **the student(s)** are directly supervised by the test examiner

3. Manually Coded English or American Sign Language to present directions for test administration

Students with a physical disability and students who are physically unable to take all of the test shall undergo as much of the test as their physical condition will permit. (Education Code 60800; 5 CCR 1047)

Students with disabilities may be provided the following accommodations if specified in their individualized education program (IEP) or Section 504 plan: (5 CCR 1047)

1. Administration of the test at the most beneficial time of day to the student after consultation with the test contractor

2. Administration of the test by a test examiner to the student at home or in the hospital

PHYSICAL EDUCATION AND ACTIVITY (continued)

3. Any other accommodation specified in the student's IEP or Section 504 plan for the physical fitness test

(cf. 6159 - Individualized Education Program)
(cf. 6164.6 - Identification and Education Under Section 504)

Identified English learners may be allowed the following additional test variations if regularly used in the classroom: (5 CCR 1048)

1. Separate testing with other English learners, provided that ~~they~~ **the student(s)** are directly supervised by the test examiner

2. Test directions translated into their primary language, and the opportunity to ask clarifying questions about the test directions in their primary language

Additional Opportunities for Physical Activity

Note: The following **optional** section may be revised to reflect district practice. Item #1 below should be modified or deleted by districts that do not maintain elementary schools.

The Superintendent or designee shall implement strategies for increasing opportunities for physical activity outside the physical education program, which may include, but not be limited to:

1. Training recess, ~~and~~ lunch**, and before- and after-school** supervisors on methods to engage students in moderate to vigorous physical activity

(cf. 1240 - Volunteer Assistance)
(cf. 4231 - Staff Development)
(cf. 5030 - Student Wellness)

2. Encouraging teachers to incorporate physical activity into the classroom

3. Establishing extracurricular activities that promote physical activity, such as school clubs, intramural athletic programs, dance performances, **community service,** special events, and competitions

(cf. 6142.4 - Service Learning/Community Service Classes)
(cf. 6145 - Extracurricular and Cocurricular Activities)
(cf. 6145.5 - Student Organizations and Equal Access)

4. Incorporating opportunities for physical activity into before- or after-school programs and/or child care and development programs

(cf. 5148 - Child Care and Development ~~Program~~)

PHYSICAL EDUCATION AND ACTIVITY (continued)

(cf. 5148.2 - Before/After School Programs)

5. Exploring opportunities for joint use of facilities or grounds in order to provide adequate space for students and community members to engage in recreational activities

(cf. 1330.1 - Joint Use Agreements)

6. Developing business partnerships to maximize resources for physical activity equipment and programs

(cf. 1700 - Relations Between Private Industry and the Schools)

7. Developing programs to encourage and facilitate walking, bicycling, or other active transport to and from school

(cf. 5142.2 - Safe Routes to School Program)

Policy Reference UPDATE Service
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Regulation 6142.7: Physical Education And Activity

Status: ADOPTED

Original Adopted Date: 07/11/2019 | **Last Reviewed Date:** 07/11/2019

Definitions

Physical education is a sequential educational program that teaches students to understand and participate in regular physical activity for developing and maintaining physical fitness throughout their lifetime, understand and improve their motor skills, enjoy using their skills and knowledge to establish a healthy lifestyle, and understand how their bodies work.

Physical activity is bodily movement that is produced by the contraction of skeletal muscle and that substantially increases energy expenditure, including exercise, sport, dance, and other movement forms.

Moderate physical activity is any activity which generally requires sustained, rhythmic movements and refers to a level of effort a healthy individual might expend while, for example, walking briskly, dancing, swimming, or bicycling on level terrain. A person should feel some exertion but should be able to carry on a conversation comfortably during the activity.

Vigorous physical activity is any activity which generally requires sustained, rhythmic movements and refers to a level of effort a healthy individual might expend while, for example, jogging, participating in high-impact aerobic dancing, swimming continuous laps, or bicycling uphill. Vigorous physical activity may be intense enough to result in a significant increase in heart and respiration rate.

Instructional Time

Instruction in physical education shall be provided for at least the following minimum period of time: (Education Code 51210, 51222, 51223)

1. For students in grades 1-6, 200 minutes each 10 school days, exclusive of recesses and the lunch period

2. For students in grades 7-8 attending an elementary school, 200 minutes each 10 school days, exclusive of recesses and the lunch period

3. For students in grades 7-8 attending a middle school or junior high school, 400 minutes each 10 school days

If the instructional minute requirement cannot be met during any 10-day period due to inclement weather, a school assembly, field trip, student assessment, or other circumstance, the school shall make up those minutes on another day in order to satisfy the instructional minute requirement.

Any complaint alleging noncompliance with the instructional minute requirement for elementary schools may be filed in accordance with the district's procedures in AR 1312.3 - Uniform Complaint Procedures. A complainant not satisfied with the district's decision may appeal the decision to the California Department of Education (CDE). If the district or the CDE finds merit in a complaint, the district shall provide a remedy to all affected students and parents/guardians. (Education Code 51210, 51223; 5 CCR 4600-4687)

Monitoring Moderate to Vigorous Physical Activity

To monitor whether students are engaged in moderate to vigorous physical activity for at least 50 percent of physical education class or session time, the Superintendent or designee may:

1. Develop methods to estimate the amount of time students spend in moderate to vigorous physical activity or the number of students who are inactive during physical education classes

2. Provide physical education teachers with staff development, self-monitoring tools, stopwatches, and/or heart rate monitors to assist them in planning and assessing the level of activity in their classes

Physical Fitness Testing

During the annual assessment window between the months of February through May, students in grades 5 and 7 shall be administered the physical fitness test designated by the State Board of Education (FITNESSGRAM). (Education Code 60800; 5 CCR 1041)

The Superintendent or designee may provide a make-up date for students who are unable to take the test based on absence or temporary physical restriction or limitations, such as students recovering from illness or injury. (5 CCR 1043)

On or before November 1 of each school year, the Superintendent may designate an employee to serve as the district's physical fitness test coordinator and so notify the test contractor. The test coordinator shall serve as the liaison between the district and California Department of Education for all matters related to the physical fitness test. His/her duties shall be those specified in 5 CCR 1043.4, including, but not limited to, overseeing the administration of the test and the collection and return of all test data to the test contractor. (5 CCR 1043.4)

Students shall be provided with their individual results after completing the FITNESSGRAM. The test results may be provided in writing or orally as the student completes the testing and shall be included in his/her cumulative record. (Education Code 60800; 5 CCR 1043.10, 1044)

Each student's test results shall also be provided to his/her parents/guardians.

The Superintendent or designee shall report the aggregate results of the FITNESSGRAM in the annual school accountability report card required by Education Code 33126 and 35256. (Education Code 60800)

Testing Variations

All students may be administered the FITNESSGRAM with the following test variations: (5 CCR 1047)

1. Extra time within a testing day
2. Test directions that are simplified or clarified

All students may have the following test variations if they are regularly used in the classroom: (5 CCR 1047)

1. Audio amplification equipment
2. Separate testing for individual students provided that they are directly supervised by the test examiner

Students with a physical disability and students who are physically unable to take all of the test shall undergo as much of the test as their physical condition will permit. (Education Code 60800; 5 CCR 1047)

Students with disabilities may be provided the following accommodations if specified in their individualized education program (IEP) or Section 504 plan: (5 CCR 1047)

1. Administration of the test at the most beneficial time of day to the student after consultation with the test contractor
2. Administration of the test by a test examiner to the student at home or in the hospital
3. Any other accommodation specified in the student's IEP or Section 504 plan for the physical fitness test

Identified English learners may be allowed the following additional test variations if regularly used in the classroom: (5 CCR 1048)

1. Separate testing with other English learners, provided that they are directly supervised by the test examiner
2. Test directions translated into their primary language, and the opportunity to ask clarifying questions about the test directions in their primary language

Additional Opportunities for Physical Activity

The Superintendent or designee shall implement strategies for increasing opportunities for physical activity outside the physical education program, which may include, but not be limited to:

1. Training recess and lunch supervisors on methods to engage students in moderate to vigorous physical activity
2. Encouraging teachers to incorporate physical activity into the classroom
3. Establishing extracurricular activities that promote physical activity, such as school clubs, intramural athletic

programs, dance performances, special events, and competitions

4. Incorporating opportunities for physical activity into before- or after-school programs and/or child care and development programs
5. Exploring opportunities for joint use of facilities or grounds in order to provide adequate space for students and community members to engage in recreational activities
6. Developing business partnerships to maximize resources for physical activity equipment and programs
7. Developing programs to encourage and facilitate walking, bicycling, or other active transport to and from school

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

State References	Description
5 CCR 10060	Criteria for high school physical education programs
5 CCR 1040-1048	Physical performance test
5 CCR 3051.5	Adapted physical education for individuals with exceptional needs
5 CCR 4600-4687	Uniform complaint procedures
5 CCR 80020	Additional assignment authorizations for specific credentials
5 CCR 80037	Designated subjects teaching credential; special teaching authorization in physical education
5 CCR 80046.1	Added authorization to teach adapted physical education
Ed. Code 33126	School accountability report card
Ed. Code 33350-33354	CDE responsibilities re: physical education
Ed. Code 35256	School accountability report card
Ed. Code 44250-44277	Credentials and assignment of teachers
Ed. Code 49066	Grades; change of grade; physical education grade
Ed. Code 51210	Course of study for grades 1-6
Ed. Code 51220	Course of study for grades 7-12
Ed. Code 51222	Physical education, instructional minutes
Ed. Code 51223	Physical education, elementary schools
Ed. Code 51241	Temporary, two-year or permanent exemption from physical education
Ed. Code 51242	Exemption from physical education for athletic program participants
Ed. Code 52316	Excuse from attending physical education classes
Ed. Code 60800	Physical performance test

Federal References	Description
29 USC 794	Rehabilitation Act of 1973, Section 504
42 USC 1758b	Local wellness policy

Management Resources References	Description
Attorney General Opinion	53 Ops.Cal.Atty.Gen. 230 (1970)
California Department of Education Publication	Physical Education Model Content Standards for California Public Schools, Kindergarten Through Grade Twelve, January 2005
California Department of Education Publication	Adapted Physical Education Guidelines for California Schools, 2003

California Department of Education Publication	Physical Education Framework for California Public Schools, Kindergarten Through Grade Twelve, 2009
Centers For Disease Control And Prevention Publica	School Health Index (SHI): Self-Assessment and Planning Guide 2014
Commission On Teacher Credentialing Publication	The Administrator's Assignment Manual, 2007
Court Decision	Doe v. Albany Unified School District (2010) 190 Cal.App.4th 668
Court Decision	Cal200 et al. v. San Francisco Unified School District et al. (2013), San Francisco Superior Court, Case No. CGC-13-534975
Court Decision	Cal200 et al. v. Oakland Unified School District et al. (San Francisco Superior Court, Case No. CPF-14-513959
CSBA Publication	Districts at Risk from Lawsuits Regarding PE Instructional Minute Requirement, Legal Alert, May 2015
CSBA Publication	Physical Education and California Schools, Policy Brief, rev. October 2007
CSBA Publication	Maximizing Opportunities for Physical Activity Through Joint Use of Facilities, Policy Brief, rev. February 2010
CSBA Publication	Maximizing Opportunities for Physical Activity During the School Day, Fact Sheet, November 2009
CSBA Publication	Moderate to Vigorous Physical Activity in Physical Education to Improve Health and Academic Outcomes, Fact Sheet, November 2009
CSBA Publication	Monitoring for Success: A Guide for Assessing and Strengthening Student Wellness Policies, rev. 2012
CSBA Publication	Student Wellness: A Healthy Food and Physical Activity Policy Resource Guide, rev. 2012
CSBA Publication	Active Bodies, Active Minds: Physical Activity and Academic Achievement, Fact Sheet, February 2010
U.S. Dept of Health And Human Services Publication	2008 Physical Activity Guidelines for Americans, October 2008
Website	California Project LEAN (Leaders Encouraging Activity and Nutrition)
Website	California Department of Education, Physical Fitness Testing
Website	Educational Data System, California physical fitness
Website	Healthy People 2010
Website	President's Council on Physical Fitness and Sports
Website	U.S. Department of Health and Human Services
Website	National Association for Sport and Physical Education
Website	Commission on Teacher Credentialing
Website	California Healthy Kids Resource Center
Website	Centers for Disease Control and Prevention
Website	CSBA

Cross References	**Description**
0410	Nondiscrimination In District Programs And Activities
0500	Accountability
0510	School Accountability Report Card
1240	Volunteer Assistance
1240	Volunteer Assistance
1312.3	Uniform Complaint Procedures

1312.3	Uniform Complaint Procedures
1312.3-E(1)	Uniform Complaint Procedures
1312.3-E(2)	Uniform Complaint Procedures
1330.1	Joint Use Agreements
1700	Relations Between Private Industry And The Schools
3514	Environmental Safety
3514	Environmental Safety
3552	Summer Meal Program
3552	Summer Meal Program
4112.2	Certification
4112.2	Certification
4112.21	Interns
4112.21	Interns
4113	Assignment
4113	Assignment
4115	Evaluation/Supervision
4115	Evaluation/Supervision
4127	Temporary Athletic Team Coaches
4127	Temporary Athletic Team Coaches
4131	Staff Development
4222	Teacher Aides/Paraprofessionals
4222	Teacher Aides/Paraprofessionals
4227	Temporary Athletic Team Coaches
4227	Temporary Athletic Team Coaches
4231	Staff Development
4327	Temporary Athletic Team Coaches
4327	Temporary Athletic Team Coaches
5030	Student Wellness
5121	Grades/Evaluation Of Student Achievement
5121	Grades/Evaluation Of Student Achievement
5125	Student Records
5125	Student Records
5148	Child Care And Development
5148	Child Care And Development
5148.2	Before/After School Programs
5148.2	Before/After School Programs
6011	Academic Standards
6112	School Day
6112	School Day
6141	Curriculum Development And Evaluation
6141	Curriculum Development And Evaluation

6142.8	Comprehensive Health Education
6142.8	Comprehensive Health Education
6143	Courses Of Study
6143	Courses Of Study
6145	Extracurricular And Cocurricular Activities
6145	Extracurricular And Cocurricular Activities
6145.2	Athletic Competition
6145.2	Athletic Competition
6145.5	Student Organizations And Equal Access
6145.5	Student Organizations And Equal Access
6159	Individualized Education Program
6159	Individualized Education Program
6162.5	Student Assessment
6164.6	Identification And Education Under Section 504
6164.6	Identification And Education Under Section 504
6172	Gifted And Talented Student Program
6172	Gifted And Talented Student Program
6177	Summer Learning Programs
6179	Supplemental Instruction
6190	Evaluation Of The Instructional Program
7110	Facilities Master Plan

CSBA Sample
Board Policy

REVISED

Instruction BP 6159(a)

INDIVIDUALIZED EDUCATION PROGRAM

Note: ~~This~~ **The following Board** policy and the accompanying administrative regulation should be revised for consistency with the policies and regulations of the Special Education Local Plan Area ~~(SELPA)~~ in which the district participates.

The Governing Board desires to provide ~~educational alternatives that afford students with disabilities~~ full educational opportunities **to all students with disabilities**. Students with disabilities shall receive a free appropriate public education **(FAPE)** and**, to the maximum extent possible, shall** be ~~placed~~ **educated** in the least restrictive environment **with nondisabled students** ~~which meets their needs to the extent provided by law~~.

(cf. 0430 - Comprehensive Local Plan for Special Education)
~~(cf. 1312.3 - Uniform Complaint Procedures)~~
(cf. 3541.2 - Transportation for Students with Disabilities)
(cf. 4112.23 - Special Education Staff)
(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))
(cf. 6146.4 - Differential Graduation and Competency Standards for Students with Disabilities)
(cf. 6159.1 - Procedural Safeguards and Complaints for Special Education)
(cf. 6159.2 - Nonpublic, Nonsectarian School and Agency Services for Special Education)
(cf. 6159.3 - Appointment of Surrogate Parent for Special Education Students)
(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)
(cf. 6164.6 - Identification and Education Under Section 504)

For each student with disabilities, an individualized education program (IEP) shall be developed which identifies the special education instruction and related services to be provided to the student. The Superintendent or designee shall develop administrative regulations regarding the ~~appointment of the individualized education program~~ **membership of the (**IEP**)** team**, the team's responsibility to develop and regularly review the IEP**, the contents of the IEP, and the development, review, and revision ~~of the IEP~~ **processes**.

The district shall make FAPE available to individuals with disabilities ages 3-21 who reside in the district, including: (Education Code 56040; 20 USC 1412; 34 CFR 300.17, 300.101, 300.104)

1. Students who have been suspended or expelled from school

2. Students who are placed by the district in a nonpublic, nonsectarian school

3. Individuals age 18-21 years who are incarcerated in an adult correctional facility and were identified as being an individual with disabilities or had an IEP in their prior educational placement

BP 6159(b)

INDIVIDUALIZED EDUCATION PROGRAM (continued)

~~Note: Education Code 56055 provides that a foster parent, to the extent permitted by federal law, shall have the same rights relative to his/her foster child's education as a parent/guardian. Education Code 56055 clarifies that this right applies only when the juvenile court has limited the right of a parent/guardian to make educational decisions on behalf of his/her child and the child has been placed in a planned permanent living arrangement. Education Code 56055 defines "foster parent" as a licensed person, relative caretaker, or nonrelative extended family member.~~

~~Because the rights granted to parents/guardians under the Individuals with Disabilities Education Act (IDEA) are often complex, legal counsel should be consulted as appropriate.~~

~~To the extent permitted by federal law, a foster parent shall have the same rights relative to his/her foster child's IEP as a parent/guardian. (Education Code 56055)~~

Legal Reference:

EDUCATION CODE
46392 Emergencies
51225.3 Requirements for high school graduation and diploma
56040.3 Assistive technology
56055 Rights of foster parents pertaining to foster child's education
56136 Guidelines for low incidence disabilities areas
56195.8 Adoption of policies
56321 Development or revision of IEP
56321.5 Notice to include right to electronically record
56340.1-56347 Instructional planning and individualized education program
*56350-~~56352~~ **56354** IEP for visually impaired students*
56380 IEP reviews; notice of right to request
56390-56392 Certificate of completion, special education
56500-56509 Procedural safeguards
60640-60649 California Assessment of Student Performance and Progress
FAMILY CODE
6500-6502 Age of majority
GOVERNMENT CODE
7572.5 Seriously emotionally disturbed child, expanded IEP team
WELFARE AND INSTITUTIONS CODE
300 Children subject to jurisdiction
601 Minors habitually disobedient
602 Minors violating law defined as crime
CODE OF REGULATIONS, TITLE 5
853-853.5 State assessments, accommodations
~~1215.5-1218 High School Exit Examination, accommodations for students with disabilities~~
3021-3029 Identification, referral and assessment
3040-3043 Instructional planning and the individualized education program
3051-3053 Implementation of the individualized education program
UNITED STATES CODE, TITLE 20
1232g Family Educational Rights and Privacy Act of 1974
1400-1482 Individuals with Disabilities Education Act

Legal Reference continued: (see next page)

INDIVIDUALIZED EDUCATION PROGRAM (continued)

Legal Reference: (continued)

CODE OF FEDERAL REGULATIONS, TITLE 34

300.1-300.818 Individuals with Disabilities Education Act
COURT DECISIONS
Marshall v. Monrovia Unified School District, (9th Circuit, 2010) 627 F.3d 773
Schaffer v. Weast (2005) 125 S. Ct. 528
Shapiro v. Paradise Valley Unified School District, No. 69 (9th Circuit, 2003) 317 F.3d 1072
Sacramento City School District v. Rachel H. (9th Cir. 1994) 14 F.3d 1398
Endrew F. v. Douglas County School District Re-1, 137 S. Ct. 988
ATTORNEY GENERAL OPINIONS
85 Ops.Cal.Atty.Gen. 157 (2002)

Management Resources:
~~*FEDERAL REGISTER*~~
~~*Rules and Regulations, August 14, 2006, Vol. 71, Number 156, pages 46539-46845*~~
CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS
Frequently Asked Questions: Promotion, Retention, and Grading (Students with Disabilities)
California Practitioners' Guide for Educating English Learners with Disabilities, July 2019
WEB SITES
California Department of Education: http://www.cde.ca.gov
U.S. Department of Education, Office of Special Education and Rehabilitative Services: http://www.ed.gov/about/offices/list/osers/osep

(11/03 3/06) 7/20

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Policy 6159: Individualized Education Program

Status: ADOPTED

Original Adopted Date: 07/11/2019 | **Last Reviewed Date:** 07/11/2019

The Board of Education desires to provide educational alternatives that afford students with disabilities full educational opportunities. Students with disabilities shall receive a free appropriate public education and be placed in the least restrictive environment which meets their needs to the extent provided by law.

The Superintendent or designee shall develop administrative regulations regarding the appointment of the individualized education program (IEP) team, the contents of the IEP, and the development, review, and revision of the IEP.

To the extent permitted by federal law, a foster parent shall have the same rights relative to his/her foster child's IEP as a parent/guardian. (Education Code 56055)

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

State References	Description
5 CCR 1215.5-1218	High School Exit Examination, accommodations for students with disabilities
5 CCR 3021-3029	Identification, referral and assessment
5 CCR 3040-3043	Instructional planning and the individualized education program
5 CCR 853-853.5	State assessments, accommodations
Ed. Code 51225.3	High school graduation
Ed. Code 56055	Rights of foster parents pertaining to foster child's education
Ed. Code 56136	Guidelines for low incidence disabilities areas
Ed. Code 56195.8	Adoption of policies
Ed. Code 56321	Notice of parental rights; consent of parents
Ed. Code 56321.5	Notice to include right to electronically record
Ed. Code 56340.1-56347	Instructional planning and individualized education program
Ed. Code 56350-56352	IEP for visually impaired students
Ed. Code 56380	IEP reviews; notice of right to request
Ed. Code 56390-56392	Recognition for educational achievement, special education
Ed. Code 56500-56509	Procedural safeguards
Ed. Code 60640-60649	California Assessment of Student Performance and Progress
Fam. Code 6500-6502	Age of majority
Gov. Code 7572.5	Seriously emotionally disturbed child, expanded IEP team
W&I Code 300	Minors subject to jurisdiction
W&I Code 601	Minors habitually disobedient
W&I Code 602	Minors violating law; ward of court

Federal References	Description
20 USC 1232g	Family Educational Rights and Privacy Act (FERPA) of 1974
20 USC 1400-1482	Individuals with Disabilities Education Act

34 CFR 300.1-300.818	Individuals with Disabilities Education Act

Management Resources References	**Description**
Attorney General Opinion	85 Ops.Cal.Atty.Gen. 157 (2002)
Court Decision	Marshall v. Monrovia Unified School District, (9th Circuit, 2010) 327 f.3d 773
Court Decision	Marshall v.Monrovia Unified School District, (9th Circuit, 2010) 327 f.3d 773
Court Decision	Shapiro v. Paradise Valley Unified School District, No. 69 (9th Circuit, 2003) 317 F.3d 1072
Court Decision	Schaffer v. Weast (2005) 125 S. Ct. 528
Court Decision	Sacramento City School District v. Rachel H. (9th Cir. 1994) 14 F.3d 1398
Federal Register	Rules and Regulations, August 14, 2006, Vol. 71, Number 156, pages 46539-46845
Website	U.S. Department of Education, Office of Special Education and Rehabilitative Services
Website	California Department of Education

Cross References	**Description**
0200	Goals For The School District
0430	Comprehensive Local Plan For Special Education
0430	Comprehensive Local Plan For Special Education
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
0470	COVID-19 Mitigation Plan
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3-E(1)	Uniform Complaint Procedures
1312.3-E(2)	Uniform Complaint Procedures
3250	Transportation Fees
3250	Transportation Fees
3260	Fees And Charges
3260	Fees And Charges
3541	Transportation Routes And Services
3541.2	Transportation For Students With Disabilities
3555	Nutrition Program Compliance
4112.23	Special Education Staff
5125	Student Records
5125	Student Records
5126	Awards For Achievement
5126	Awards For Achievement
5131.8	Mobile Communication Devices

5144.2	Suspension And Expulsion/Due Process (Students With Disabilities)
5145.6	Parental Notifications
5148.2	Before/After School Programs
5148.2	Before/After School Programs
6000	Concepts And Roles
6112	School Day
6112	School Day
6141	Curriculum Development And Evaluation
6141	Curriculum Development And Evaluation
6142.1	Sexual Health And HIV/AIDS Prevention Instruction
6142.1	Sexual Health And HIV/AIDS Prevention Instruction
6142.7	Physical Education And Activity
6142.7	Physical Education And Activity
6151	Class Size
6157	Distance Learning
6158	Independent Study
6158	Independent Study
6159.1	Procedural Safeguards And Complaints For Special Education
6159.1	Procedural Safeguards And Complaints For Special Education
6159.2	Nonpublic, Nonsectarian School And Agency Services For Special Education
6159.2	Nonpublic, Nonsectarian School And Agency Services For Special Education
6159.3	Appointment Of Surrogate Parent For Special Education Students
6159.3	Appointment Of Surrogate Parent For Special Education Students
6159.4	Behavioral Interventions For Special Education Students
6162.51	State Academic Achievement Tests
6162.51	State Academic Achievement Tests
6163.2	Animals At School
6163.2	Animals At School
6164.4	Identification And Evaluation Of Individuals For Special Education
6164.4	Identification And Evaluation Of Individuals For Special Education
6164.41	Children With Disabilities Enrolled By Their Parents In Private School
6164.41	Children With Disabilities Enrolled By Their Parents In Private School
6164.5	Student Success Teams
6164.5	Student Success Teams
6164.6	Identification And Education Under Section 504
6164.6	Identification And Education Under Section 504
6173	Education For Homeless Children
6173	Education For Homeless Children
6173.1	Education For Foster Youth
6173.1	Education For Foster Youth
6174	Education For English Learners

6174	Education For English Learners
6176	Weekend/Saturday Classes
6177	Summer Learning Programs

CSBA Sample
Administrative Regulation

REVISED

Instruction AR 6159(a)

INDIVIDUALIZED EDUCATION PROGRAM

Note: The following **mandated** administrative regulation reflects the federal Individuals with Disabilities Education Act (IDEA) (20 USC 1400-1482), implementing federal regulations (34 CFR 300.1-300.818), and conforming state legislation. Note that in cases where state law provides greater protections, state law supersedes federal law.

Pursuant to Education Code 56302.5, the term "assessment" as used in state law has the same meaning as "evaluation" provided in 20 USC 1414. The following administrative regulation uses the terms interchangeably.

At the beginning of each school year, the district shall have an individualized education program (IEP) in effect for each student with a disability within district jurisdiction. The IEP shall be a written statement ~~designed~~ **that is developed, reviewed, and revised** by the IEP team to meet the unique educational needs of a student with a disability. (Education Code 56344**, 56345**; 34 CFR 300**.320, 300.323**)

Members of the IEP Team

Unless excused by written agreement in accordance with Education Code 56341, t~~T~~he IEP team for any student with a disability shall include the following members: (Education Code 56341, 56341.5; 20 USC 1414~~(d)(1)~~; 34 CFR 300.321)

1. One or both of the student's parents/guardians and/or a representative selected by them

Note: Education Code 56055 provides that a foster parent, to the extent permitted by federal law, shall have the same rights relative to ~~his/her~~ **the** foster child's education as a parent/guardian. Education Code 56055 clarifies that this right applies only when the juvenile court has limited the right of a parent/guardian to make educational decisions on **the student's** behalf ~~of his/her child and the child~~ **and the student** has been placed in a planned permanent living arrangement. Education Code 56055 defines "foster parent" as a licensed person, relative caretaker, or nonrelative extended family member.

Because the rights granted to parents/guardians under the ~~Individuals with Disabilities Education Act (~~IDEA~~)~~ **(20 USC 1400-1482)** are often complex, legal counsel should be consulted as appropriate.

To the extent permitted by federal law, a foster parent shall have the same rights relative to ~~his/her~~ **a** foster child's IEP as a parent/guardian. (Education Code 56055)

2. If the student is or may be participating in the ~~regular~~ **general** education program, at least one of the student's ~~regular~~ **general** education teachers designated by the Superintendent or designee to represent the student's **general education** teachers

INDIVIDUALIZED EDUCATION PROGRAM (continued)

The ~~regular~~ **general** education teacher shall, to the extent appropriate, participate in the development, review, and revision of the student's IEP, including assisting in the determination of appropriate positive behavioral interventions, supports, and other strategies for the student, and supplementary aids and services, program modifications, and supports for school personnel that will be provided for the student, consistent with 34 CFR 300.320. (Education Code 56341; 20 USC 1414~~(d)(3)(C)~~; 34 CFR 300.324)

(cf. 6159.4 - Behavioral Interventions for Special Education Students)

3. At least one of the student's special education teachers or, where appropriate, special education providers

4. A representative of the district who is:

   a. Qualified to provide or supervise the provision of specially designed instruction to meet the unique needs of students with disabilities

   b. Knowledgeable about the general education curriculum

   c. Knowledgeable about the availability of district ~~and/or special education local plan area (SELPA)~~ resources

(cf. 0430 - Comprehensive Local Plan for Special Education)

5. An individual who can interpret the instructional implications of assessment results

   This individual may already be a member of the team as described in items #2-4 above or in item #6 below.

Note: Pursuant to Education Code 56341 and 34 CFR 300.321, the determination as to whether an individual identified in item #6 below has "knowledge or special expertise" must be made by the party (either the district or parent/guardian) who invites the individual to the IEP team meeting.

~~The Analysis of Comments to the federal regulations, 71 Fed. Reg. 156, pg. 46670, explains that a person who does not have knowledge and special expertise regarding the student, and who is not requested to be present at the IEP team meeting by the parent/guardian or district, would not be permitted to be a member of the team or attend the meeting as an observer. This comment is consistent with an~~ **An** Attorney General opinion (85 Ops.Cal.Atty.Gen. 157 (2002)) ~~which stated~~ **concluded** that members of the media may not attend an IEP team meeting as observers even though the parents/guardians have consented to such attendance. The Attorney General based this decision on the fact that the media would be "observers," not a "person with knowledge or expertise," as detailed below.

6. At the discretion of the parent/guardian or the Superintendent or designee, other individuals who have knowledge or special expertise regarding the student, including related services personnel, as appropriate

   The determination of whether the individual has knowledge or special expertise regarding the student shall be made by the party who invites the individual to be a member of the IEP team.

7. Whenever appropriate, the student with a disability

In the development, review, or revision of ~~his/her~~ **the** IEP, the student shall be allowed to provide confidential input to any representative of ~~his/her~~ **the** IEP team. (Education Code 56341.5)

8. When the student is suspected of having a specific learning disability, at least one individual who is qualified to conduct individual diagnostic examinations of the student such as a school psychologist, speech language pathologist, or remedial reading teacher

In accordance with 34 CFR 300.310, at least one team member other than the student's ~~regular~~ **general** education teacher shall observe the student's academic performance and behavior in the areas of difficulty in ~~his/her~~ **the student's** learning environment, including in the regular classroom setting. If the child is younger than five years or not enrolled in school, a team member shall observe the child in an environment appropriate for a child of that age.

~~Note: The requirement for a district to request the participation of a county mental health agency in the IEP team before it refers a student to the county mental health agency has been eliminated due to the repeal of Education Code 56331 by AB 114 (Ch. 43, Statutes of 2011), effective January 1, 2012.~~

In the following circumstances, the Superintendent or designee shall invite other specified individuals to an IEP team meeting:

1. When the student has been placed in a group home by the juvenile court, a representative of the group home shall be invited to attend IEP team meetings. (Education Code 56341.2)

2. Whenever the IEP team is meeting to consider the student's postsecondary goals and the transition services needed to assist ~~him/her~~ **the student** in reaching the goals ~~as stated in Education Code 56345(a)(8)~~, the following individuals shall be invited to attend: (34 CFR 300.321)

   a. The student, regardless of ~~his/her~~ **the student's** age

INDIVIDUALIZED EDUCATION PROGRAM (continued)

If the student does not attend the IEP team meeting, the Superintendent or designee shall take other steps to ensure that the student's preferences and interests are considered.

   b. To the extent appropriate, and with the consent of the parent/guardian **or adult student**, a representative of any other agency that is likely to be responsible for providing or paying for the transition services

3. If the student was previously served under the Early Education for Individuals with Exceptional Needs (Education Code 56425-56432) or the California Early Intervention Services Act (Government Code 95000-95004), and upon request of the student's parent/guardian, the Superintendent or designee shall invite the Infant and Toddlers with Disabilities Coordinator or other representative of the early education or early intervention system to the initial IEP team meeting to assist with the smooth transition of services. (Education Code 56341; 20 USC 1414~~(d)(1)(D)~~; 34 CFR 300.321)

A member of the IEP team shall not be required to attend an IEP team meeting, in whole or in part, if the parent/guardian and the district agree, in writing, that the attendance of the member is not necessary because the

member's area of the curriculum or related services is not being modified or discussed at the meeting. Even if the meeting involves a discussion of the IEP team member's area of the curriculum or related service, the member may be excused from the meeting if the parent/guardian, in writing, and the district consent to the excusal after conferring with the member and the member submits to the parent/guardian and team written input into the development of the IEP prior to the meeting. (Education Code 56341; 20 USC 1414~~(d)(1)(C)~~; 34 CFR 300.321)

Contents of the IEP

The IEP shall include, but not be limited to, all of the following: (Education Code 56345, 56345.1; 20 USC 1414~~(d)(1)(A)~~; 34 CFR 300.320)

1. A statement of the present levels of the student's academic achievement and functional performance, including:

   a. The manner in which the ~~student's~~ disability affects ~~his/her~~ **the student's** involvement and progress in the general education curriculum (i.e., the same curriculum as for nondisabled students)

   b. For a preschool ~~child~~ **student**, as appropriate, the manner in which the disability affects ~~his/her~~ **the student's** participation in appropriate activities

INDIVIDUALIZED EDUCATION PROGRAM (continued)

   c. For a student with a disability who takes alternate assessments aligned to alternate achievement standards, a description of benchmarks or short-term objectives

Note: Education Code 56345 requires a statement of a student's academic and functional goals, as specified below, and expresses legislative recognition that, although some students with disabilities may not meet the growth projected in the annual goals and objectives, districts must make a good faith effort to assist them in achieving the goals in their IEP.

2. A statement of measurable annual goals, including academic and functional goals, designed to:

   a. Meet the student's needs that result from ~~his/her~~ **the** disability in order to enable the student to be involved in and **make** progress in the general education curriculum

   b. Meet each of the student's other educational needs that result from ~~his/her~~ **the** disability

3. A description of the manner in which the student's progress toward meeting the annual goals described in item #2 above will be measured and when the district will provide periodic reports on the progress the student is making toward meeting the annual goals, such as through the use of quarterly or other periodic reports, concurrent with the issuance of report cards

4. A statement of the special education instruction and related services and supplementary aids and services, based on peer-reviewed research to the extent practicable, to be provided to the student or on behalf of the student, and a statement of the program modifications or supports for school personnel that will be provided to enable the student to:

a. Advance appropriately toward attaining the annual goals

b. Be involved and make progress in the general education curriculum in accordance with item #1 above and to participate in extracurricular and other nonacademic activities

c. Be educated and participate with other students with disabilities and nondisabled students in the activities described in the IEP

(cf. 3541.2 - Transportation for Students with Disabilities)

INDIVIDUALIZED EDUCATION PROGRAM (continued)

5. An explanation of the extent, if any, to which the student will not participate with nondisabled students in the regular class and in extracurricular and other nonacademic activities described in the IEP

Note: Pursuant to 20 USC 1412~~(a)~~, students with disabilities must be included in state and district assessments, with appropriate accommodations. However, with respect to such assessments, exceptions exist. For example, pursuant to Education Code 60640, a student with disabilities who is unable to participate in state achievement tests even with accommodations shall be given an alternate assessment in accordance with ~~his/her~~ **the student's** IEP. For specific program requirements, exceptions, waivers, and permitted accommodations concerning such state or districtwide assessments, see AR 6162.51 - State Academic Achievement Tests.

Education Code 56345 and 34 CFR 300.320 ~~and Education Code 56345~~ require a description of the individual accommodations that will be used by the student and, if the student will not participate in the regular assessment, a statement as to the reason for that determination and what alternate assessment will be provided.

6. A statement of any appropriate individual accommodations necessary to measure the academic achievement and functional performance of the student on state and districtwide assessments

   If the IEP team determines that the student shall take an alternate assessment instead of a particular regular state or districtwide assessment, the student's IEP also shall include a statement of the reason that ~~he/she~~ **the student** cannot participate in the regular assessment and the reason that the particular alternate assessment selected is appropriate ~~for him/her~~.

(cf. 6146.4 - Differential Graduation and Competency Standards for Students with Disabilities)
(cf. 6162.51 - State Academic Achievement Tests)

7. The projected date for the beginning of the services and modifications described in item #4 above and the anticipated frequency, location, and duration of those services and modifications

8. Beginning not later than the first IEP to be in effect when the student is 16 years of age, or younger if determined appropriate by the IEP team, and updated annually thereafter, the following:

   a. Appropriate measurable postsecondary goals based upon age-appropriate transition assessments related to training, education, employment, and where appropriate, independent living skills

b. The transition services, including courses of study, needed to assist the student in reaching those goals

INDIVIDUALIZED EDUCATION PROGRAM (continued)

Note: Education Code 56345, as amended by SB 98 (Ch. 24, Statutes of 2020), requires that the following component be addressed in the development of a new IEP or at the next regularly scheduled review of an existing IEP.

9. A description of the means by which the IEP will be provided under emergency conditions, as described in Education Code 46392, in which instruction and/or services cannot be provided to the student either at the school or in person for more than 10 school days. The description shall take into account public health orders and shall include special education and related services, supplementary aids and services, transition services, and extended school year services.

~~9.~~**10.** Beginning at least one year before the student reaches age 18, a statement that the student has been informed of ~~his/her~~ **the** rights, if any, that will transfer to ~~him/her~~ **the student** upon reaching age 18, pursuant to Education Code 56041.5

~~Where appropriate, the IEP shall also include: (Education Code 56345)~~

~~1.~~**11.** For a student in grades 7-12, any alternative means and modes necessary for the student to complete the district's prescribed course of study and to meet or exceed proficiency standards required for graduation

(cf. 6146.1 - High School Graduation Requirements)
(cf. 6146.11 - Alternative Credits Toward Graduation)

~~2.~~**12.** For a student whose native language is not English, ~~l~~**L**inguistically appropriate goals, objectives, programs, and services ~~for a student whose native language is not English~~

(cf. 6174 - Education for English Learners)

~~3.~~**13.** Extended school year services when the IEP team determines, on an individual basis, that the services are necessary for the provision of a free appropriate public education (FAPE)

(cf. 5148.2 - Before/After School Programs)
(cf. 6177 - Summer Learning Programs)

~~4.~~**14.** ~~Provision for transition into the regular education program i~~**I**f the student is to be transferred from a special class ~~or center~~ or nonpublic, nonsectarian school into a ~~regular~~ **general** education program in a public school for any part of the school day, provision for transition into the ~~regular~~ **general** education program including descriptions of activities intended to:

INDIVIDUALIZED EDUCATION PROGRAM (continued)

a. Integrate the student into the ~~regular~~ **general** education program, including ~~indications of~~ the nature of each activity and the time spent on the activity each day or week

b. Support the transition of the student from the special education program into the ~~regular~~ **general** education program

(cf. 6176 - Weekend/Saturday Classes)
(cf. 6178 - Career Technical Education)
(cf. 6181 - Alternative Schools/Programs of Choice)

~~5.~~**15.** For a student with low incidence disabilities, s~~S~~pecialized services, materials, and equipment ~~for a student with low incidence disabilities,~~ consistent with the guidelines pursuant to Education Code 56136

Note: Education Code 56353, as added by AB 947 (Ch. 778, Statutes of 2019), authorizes, but does not require, districts to consider elements of the expanded core curriculum, as defined, when developing an IEP for a student who is blind, has low vision, or is visually impaired.

To assist a student who is blind, has low vision, or is visually impaired to achieve the student's maximum potential, the IEP team may consider instruction in the expanded core curriculum, including compensatory skills such as Braille, concept development, or other skills needed to access the core curriculum; orientation and mobility; social interaction skills; career technical education; assistive technology, including optical devices; independent living skills; recreation and leisure; self-determination; and sensory efficiency. When appropriate, such services may be offered before or after school. (Education Code 56353)

Development of the IEP

Within 30 days of a determination that a student needs special education and related services, the Superintendent or designee shall ensure that a meeting to develop an initial IEP is conducted. (**Education Code 56043;** 34 CFR 300.323)

Any IEP required as a result of an assessment of a student shall be developed within 60 days from the date of receipt of the parent/guardian's written consent for assessment, unless the parent/guardian agrees, in writing, to an extension. Days between the student's regular school sessions, terms, or vacation of more than five school days shall not be counted. In the case of school vacations, the 60-day time limit shall recommence on the date that the student's school days reconvene. (Education Code **56043,** 56344)

However, when the IEP is required as a result of an assessment of a student for whom a referral

has been made 30 days or less prior to the end of the preceding regular school year, the IEP shall be developed within 30 days after the commencement of the subsequent regular school year. (Education Code 56344)

In developing the IEP, the IEP team shall consider all of the following: (Education Code 56341.1, 56345; 20 USC 1414~~(d)(3)(A)~~; 34 CFR 300.324)

1. The strengths of the student

2. The concerns of the parents/guardians for enhancing the education of their child

3. The results of the initial or most recent assessment of the student

4. The academic, developmental, and functional needs of the student

5. In the case of a student whose behavior impedes ~~his/her~~ **the student's** learning or that of others, the use of positive behavioral interventions and supports and other strategies to address that behavior

6. In the case of a student with limited English proficiency, the language needs of the student as such needs relate to the student's IEP

7. In the case of a student who is blind or visually impaired, the need to provide for instruction in Braille and instruction in the use of Braille

   However, such instruction need not be included in the IEP if the IEP team determines that instruction in Braille or the use of Braille is not appropriate for the student. This determination shall be based upon an assessment of the student's reading and writing skills, **needs,** and appropriate reading and writing media, **including an assessment of** ~~his/her~~ future needs for instruction in Braille or the use of Braille~~, and other appropriate reading and writing media~~.

8. The communication needs of the student and, in the case of a student who is deaf or hard of hearing, the student's language and communication needs, opportunities for direct communications with peers and professional personnel in the student's language and communication mode, academic level, and full range of needs, including opportunities for direct instruction in the student's language and communication mode

   The team shall also consider the related services and program options that provide the student with an equal opportunity for communication access, as described in Education Code 56345.

INDIVIDUALIZED EDUCATION PROGRAM (continued)

9. Whether the student requires assistive technology devices and services

If, in considering the special factors in items #1-9 above, the IEP team determines that the student needs a particular device or service, including an intervention, accommodation, or other program modification, in order to receive FAPE, the team shall include a statement to that effect in the student's IEP. (Education Code 56341.1)

Provision of Special Education and Related Services

~~Note: Effective January 1, 2012, AB 114 (Ch. 43, Statutes of 2011) repealed Education Code 56331 which required county mental health agencies to be responsible for providing mental health services (AB 3632 services) if required in a student's IEP. Thus, districts are solely responsible for ensuring that students with disabilities receive special education and related services to meet their needs. The CDE web site clarifies that districts may contract with county mental health agencies for the provision of some services and/or may employ their own professionals or contract with organizations or professionals in the community.~~

The district shall ensure that, as soon as possible following development of the IEP, special education services and related services are made available to the student in accordance with ~~his/her~~ **the** IEP. (Education Code 56344; 34 CFR 300.323)

The Superintendent or designee shall ensure that the student's IEP is accessible to each ~~regular~~ **general** education teacher, special education teacher, related service provider, and any other service provider who is responsible for its implementation. The Superintendent or designee also shall ensure that such teachers and providers are informed of their specific responsibilities related to implementing the IEP and the specific accommodations, modifications, and supports that must be provided to the student in accordance with the IEP. (34 CFR 300.323)

Note: Education Code 56354, as added by AB 947, establishes requirements for orientation and mobility evaluations conducted for students who are blind, have low vision, or are visually impaired. Such services are used to teach individuals how to navigate around their home, school, and community. If the district chooses to prohibit orientation and mobility specialists from using their vehicles to transport students to and from orientation and mobility instruction, the district must provide transportation for that purpose.

If an orientation and mobility evaluation is determined to be needed for a student who is blind, has low vision, or is visually impaired, the evaluation shall be conducted by a person who is appropriately certified as an orientation and mobility specialist and shall occur in familiar and unfamiliar environments, in varying lighting conditions, and in the home, school, and community, as appropriate. The Superintendent or designee may require annual written parent/guardian consent to provide orientation and mobility services when such services are provided before or after school and when they are provided away from the school site. (Education Code 56354; 5 CCR 3051.3)

INDIVIDUALIZED EDUCATION PROGRAM (continued)

Note: Pursuant to Education Code 56041.1, an IEP team must consider whether a student with disabilities needs assistive technology devices or services, defined in 20 USC 1401 as any item, piece of equipment, or product system that is used to increase, maintain, or improve functional capabilities of a student with a disability. See the section on "Development of the IEP" above.

As added by AB 605 (Ch. 228, Statutes of 2019), Education Code 56040.3 requires a district to provide the use of school-purchased assistive technology devices in a student's home or other settings if the student's IEP team determines that the student needs access to the devices in order to receive FAPE, consistent with 34 CFR 300.105. It also requires the district to provide continued access to assistive technology devices, for two months or until alternative arrangements can be made, whichever comes first, to a student who transfers out of the district.

If a student's IEP requires the provision of assistive technology devices or services, the district shall provide such devices or services and shall, on a case-by-case basis, provide for the use of school-purchased devices in the student's home or other settings if the IEP team determines that the student needs access to those devices in order to receive FAPE. If a student who requires the use of an assistive technology device transfers to another local educational agency, the district shall provide the student with continued access to that device or a comparable device for two months from the date the student ceased to be enrolled in the district or until alternative arrangements can be made to provide access to the device, whichever occurs first. (Education Code 56040.3; 34 CFR 300.105)

Review and Revision of the IEP

Note: Education Code 56043 and 56380 **mandate** the district to maintain procedures to ensure that the IEP team reviews the IEP periodically, but at least annually, to determine whether the annual goals for the student are being achieved and, as appropriate, revises the IEP to address the conditions specified below.

The Superintendent or designee shall ensure that the IEP team reviews the IEP periodically, but at least annually, in order to: (Education Code 56043, 56341.1, 56380; 20 USC 1414~~(d)(4)~~; 34 CFR 300.324)

1. Determine whether the annual goals for the student are being achieved

2. Revise the IEP, as appropriate, to address:

   a. Any lack of expected progress toward the annual goals and in the general education curriculum, where appropriate

   b. The results of any reassessment conducted pursuant to Education Code 56381

   c. Information about the student provided to or by the parents/guardians regarding review of evaluation data pursuant to 34 CFR 300.305~~(a)(2)~~ and Education Code 56381~~(b)~~

INDIVIDUALIZED EDUCATION PROGRAM (continued)

   d. The student's anticipated needs

   e. Any other relevant matter

3. Consider the special factors listed in items #5-9 above under "Development of the IEP~~,~~" when reviewing the IEP of any student with a disability to whom one of those factors may apply

The IEP team shall also meet at any other time upon request by the student's parent/guardian or teacher to review or revise the IEP. (Education Code 56343)

When a parent/guardian requests an IEP team meeting to review the IEP, the team shall meet within 30 days of receiving the parent/guardian's written request, not counting days between the student's regular school sessions or terms or days of school vacation in excess of five school days. If a parent/guardian makes an oral request, the district shall notify the parent/guardian of the need for a written request and the procedure for filing such a request. (Education Code 56043, 56343.5)

Note: Education Code 56195.8 **mandates** that the district's policy set forth procedures and timelines for the review of a classroom assignment of a student with a disability when so requested by a ~~regular~~ **general education** or special education teacher. Education Code 56195.8 does not state a specific deadline for the review. The following paragraph provides a timeline of 20 days for reviewing the request and 30 days for convening an IEP team meeting. **The district should revise this timeline to be consistent with district practice and the policies and regulations of the Special Education Local Plan Area (SELPA) in which the district participates and should specify the title of the individual responsible for the review, rather than "Superintendent or designee."**

A regular education or special education teacher may request a review of the classroom assignment of a student with a disability by submitting a written request to the Superintendent or designee. The Superintendent or designee shall consider the request within 20 days of receiving it, not counting days when school is not in session or, for year-round schools, days when the school is off track. If the review indicates a need for change in the student's placement, instruction, and/or related services, the Superintendent or designee shall convene an

IEP team meeting, which shall be held within 30 days of the Superintendent or designee's review, not counting days when school is not in session or days when school is off track, unless the student's parent/guardian consents in writing to an extension of time.

If a participating agency other than the district fails to provide the transition services described in the student's IEP, the team shall reconvene to identify alternative strategies to meet the transition service objectives set out for the student in the IEP. (Education Code 56345.1; 20 USC 1414~~(d)~~; 34 CFR 300.324)

INDIVIDUALIZED EDUCATION PROGRAM (continued)

Note: Education Code 56157 specifies that when the district has placed a foster student in a nonpublic, nonsectarian school, the district must conduct an annual evaluation, as specified below. In addition, Education Code 56157 requires the nonpublic, nonsectarian school to report to the district regarding the educational progress made by the student.

If a student with a disability residing in a licensed children's institution or foster family home has been placed by the district in a nonpublic, nonsectarian school, the Superintendent or designee shall conduct an annual evaluation as part of the IEP process of whether the placement is the least restrictive environment that is appropriate to meet the student's needs. (Education Code 56157)

(cf. 6159.2 - Nonpublic, Nonsectarian School and Agency Services for Special Education)
(cf. 6173.1 - Education for Foster Youth)

To the extent possible, the Superintendent or designee shall encourage the consolidation of reassessment meetings and other IEP team meetings for a student. (20 USC 1414~~(d)(3)(A)~~; 34 CFR 300.324)

When a change is necessary to a student's IEP after the annual IEP team meeting for the school year has been held, the parent/guardian and the Superintendent or designee may agree not to convene an IEP team meeting for the purpose of making the change and instead may develop a written document to amend or modify the student's current IEP. The IEP team shall be informed of any such changes. Upon request, the Superintendent or designee shall provide the parent/guardian with a revised copy of the IEP with the incorporated amendments. (**Education Code 56380.1;** 20 USC 1414~~(d)(3)(D)~~; 34 CFR 300.324)

Audio Recording of IEP Team Meetings

Note: Pursuant to Education Code 56341.1, parents/guardians and the district may audio record an IEP team meeting subject to certain requirements as specified in the following section. Audio recordings made by a district, SELPA, or county office of education are subject to the federal Family Educational Rights and Privacy Act (20 USC 1232g) and the confidentiality requirements of 34 CFR 300.610-300.626.

Parents/guardians and the Superintendent or designee shall have the right to audio record the proceedings of IEP team meetings, provided members of the IEP team are notified of this intent at least 24 hours before the meeting. If the Superintendent or designee gives notice of intent to audio record a meeting and the parent/guardian objects or refuses to attend because the meeting would be audio recorded, the meeting shall not be audio recorded. Parents/guardians also have the right to: (Education Code 56341.1)

1. Inspect and review the audio recordings

INDIVIDUALIZED EDUCATION PROGRAM (continued)

2. Request that an audio recording be amended if they believe it contains information that is inaccurate, misleading, or in violation of the student's privacy rights or other rights

3. Challenge, in a hearing, information that the parents/guardians believe is inaccurate, misleading, or in violation of the student's privacy rights or other rights

Parent/Guardian Participation and Other Rights

The Superintendent or designee shall take steps to ensure that one or both of the parents/guardians of the student with a disability are present at each IEP team meeting or are afforded the opportunity to participate. These steps shall include notifying the parents/guardians of the meeting early enough to ensure that they will have the opportunity to attend and scheduling the meeting at a mutually agreed upon time and place. (Education Code 56341.5; 34 CFR 300.322)

The Superintendent or designee shall send parents/guardians notices of IEP team meetings that: (Education Code 56341.5; 34 CFR 300.322)

1. Indicate the purpose, time, and location of the meeting

2. Indicate who will be in attendance at the meeting

3. Inform them of:

   a. Their right to bring to the meeting other individuals who have knowledge or special expertise about the student, pursuant to Education Code 56341~~(b)(6)~~

   b. The provision of Education Code 56341~~(i)~~ relating to the participation of the Infant and Toddlers with Disabilities Coordinator at the initial IEP team meeting, if the student was previously served under Early Education for Individuals with Exceptional Needs (Education Code 56425-56432) or the California Early Intervention Services Act (Government Code 95000-95004)

In addition, when the IEP team meeting is to consider the development, review, or revision of the IEP of a student with a disability who is 16 years of age or older, or younger than 16 if deemed appropriate by the IEP team, the Superintendent or designee's notice to the student's parents/guardians shall include the following: (Education Code 56341.5)

1. An indication that a purpose of the meeting will be the consideration of postsecondary goals and transition services for the student pursuant to Education Code 56345.1, 20 USC 1414~~(d)(1)(A)(i)(VIII)~~, and 34 CFR 300.320~~(b)~~

2. An indication that the student is invited to the IEP team meeting

~~3. Identification of any other agency that will be invited to send a representative~~

(cf. 5145.6 - Parental Notifications)

At each IEP team meeting convened by the district, the district administrator or specialist on the team shall inform the parent/guardian and student of the federal and state procedural safeguards included in the notice of parental rights provided pursuant to Education Code 56321. (Education Code 56500.1)

(cf. 6159.1 - Procedural Safeguards and Complaints for Special Education)

The parent/guardian shall have the right and opportunity to examine all of ~~his/her child's~~ **the student's** school records upon request, before any IEP meeting, and in connection with any hearing or resolution session on matters affecting ~~his/her child~~ **the student**, including, but not limited to, initial formal assessment, procedural safeguards, and due process. Upon receipt of an oral or written request, the Superintendent or designee shall provide complete copies of the records within five business days. (Education Code 56043, 56504)

(cf. 5125 - Student Records)

The parent/guardian shall have the right to present information to the IEP team in person or through a representative and the right to participate in meetings that relate to eligibility for special education and related services, recommendations, and program planning. (Education Code 56341.1)

If neither parent/guardian can attend the meeting, the Superintendent or designee shall use other methods to ensure parent/guardian participation, including video conferences or individual or conference telephone calls. (Education Code 56341.5; 20 USC 1414~~(f)~~; 34 CFR 300.322)

An IEP team meeting may be conducted without a parent/guardian in attendance if the Superintendent or designee is unable to convince the parent/guardian ~~that he/she should~~ **to** attend. In such a case, the Superintendent or designee shall maintain a record of the attempts to arrange a mutually agreed upon time and place for the meeting, including: (Education Code 56341.5; 34 CFR 300.322)

1. Detailed records of telephone calls made or attempted and the results of those calls

2. Copies of correspondence sent to the parent/guardian and any responses received

3. Detailed records of visits made to the parent/guardian's home or place of employment and the results of those visits

The Superintendent or designee shall take any action necessary to ensure that the parents/guardians understand the proceedings of the meeting, including arranging for an interpreter for parents/guardians with deafness or whose native language is not English. (Education Code 56341.5; 34 CFR 300.322)

The Superintendent or designee shall give the parents/guardians of a student with a disability a copy of ~~his/her child's~~ **the** IEP at no cost. (Education Code 56341.5; 34 CFR 300.322)

Parent/Guardian Consent for Provision of Special Education and Services

Before providing special education and related services to any student pursuant to 20 USC 1414~~(a)(1)~~, the Superintendent or designee shall seek to obtain informed consent of the student's parent/guardian ~~pursuant to 20 USC 1414(a)(1)~~. **(Education Code 56346)**

~~The district shall not provide services by utilizing the due process hearing procedures pursuant to 20 USC 1415(f) if~~ **If** the parent/guardian **fails to respond or** refuses to consent to the initiation of services**, the district shall not use the due process hearing procedures pursuant to 20 USC 1415 to obtain agreement or a ruling that the services may be provided to the student. In such circumstances, the district shall not be required to convene an IEP team or develop an IEP for the student. (Education Code 56346)**

If the parent/guardian **consents in writing to the receipt of special education and related services for the student but** does not consent to all of the components of the IEP, then those components to which the parent/guardian has consented shall be implemented so as not to delay providing instruction and services to the student. ~~(Education Code 56346)~~ If the Superintendent or designee determines that a part of a proposed IEP to which the parent/guardian does not consent is necessary in order to provide the student with FAPE, a due process hearing shall be initiated in accordance with 20 USC 1415~~(f)~~. While the due process hearing is pending, the student shall remain in the current placement unless the parent/guardian and the Superintendent or designee agree otherwise. (Education Code 56346)

Note: 34 CFR 300.300 authorizes a parent/guardian to revoke, at any time and in writing, ~~his/her~~ consent for the continued provision of special education and related services to ~~his/her child~~ **the student**. Once this revocation has been received, the district need not convene an IEP team meeting or develop an IEP, but rather must promptly provide "prior written notice" and, within a reasonable period of time, discontinue all services to the ~~child~~ **student**. For details regarding the contents of the prior written notice, see AR 6159.1 - Procedural Safeguards and Complaints for Special Education.

In addition, 34 CFR 300.300 and Education Code 56346 specify that a district may not override the parent/guardian's revocation by filing for a due process hearing or requesting mediation in order to require that services be provided. In such a situation, the district shall be deemed to be in compliance with the requirement to make free appropriate public education (FAPE) available to the student and is under no obligation to convene an IEP team meeting or to develop an IEP for further provision of special education and related services to the student.

INDIVIDUALIZED EDUCATION PROGRAM (continued)

If at any time subsequent to the initial provision of services, the student's parent/guardian, in writing, revokes consent for the continued provision of special education services, the Superintendent or designee shall provide prior written notice within a reasonable time before ceasing to provide services to the student. The Superintendent or designee shall not request a due process hearing or pursue mediation in order to require an agreement or ruling that services be provided to the student. (Education Code 56346; 34 CFR 300.300, 300.503)

Note: The following paragraph is **optional** and should be modified to reflect district practice.

Prior to the discontinuation of services, the Superintendent or designee may offer to meet with the parents/guardians to discuss concerns for the student's education. However, this meeting shall be voluntary on the part of the parent/guardian and shall not delay the implementation of the parent/guardian's request for

discontinuation of services. ~~In addition, the Superintendent or designee shall send a letter to the parent/guardian confirming the parent/guardian's decision to discontinue all services.~~

Note: Pursuant to 34 CFR 300.9, when a parent/guardian revokes ~~his/her~~ consent for provision of special education services, the district is not required to amend the student's records to remove any reference to the student's prior receipt of special education services. In some circumstances, a student who is no longer receiving special education services may be eligible for accommodation under Section 504 of the Rehabilitation Act of 1973; see BP/AR 6164.6 - Identification and Education under Section 504. However, because the law is unclear, districts with questions should consult legal counsel, as appropriate.

When the district ceases to provide special education services in response to the parent/guardian's revocation of consent, the student shall be classified as a general education student.

Transfer Students

Note: Education Code 56325 details the requirements for students transferring from districts within and outside of California, as specified below. Districts should be careful to comply with the time requirements, though in Marshall v. Monrovia Unified School District, the Ninth Circuit Court of Appeals ruled in favor of defendant school district on the question of whether the district denied FAPE to a student with a disability by not developing a valid IEP within 30 days of the student's transfer into the district. The court reasoned that the delay in developing the IEP was minimal and that the student did not suffer any deprivation of educational benefit.

To facilitate the transition of a student with a disability who is transferring into the district, the Superintendent or designee shall take reasonable steps to promptly obtain the student's records, including ~~his/her~~ **the** IEP and the supporting documents related to the provision of special education services. (Education Code 56325; 34 CFR 300.323)

If the student transfers into the district from another school district within the same **Special**

Education Local Plan Area (SELPA) during the school year, the district shall continue to provide services comparable to those described in the student's existing IEP, unless ~~his/her~~ **the student's** parent/guardian and the district agree to develop, adopt, and implement a new IEP that is consistent with state and federal law. (Education Code 56325; 34 CFR 300.323)

If the student transfers into the district from a school district outside of the district's SELPA during the school year, the district shall provide the student with FAPE, including services comparable to those described in the previous district's IEP in consultation with the student's parent/guardian, **for a period not to exceed 30 days**. ~~Within 30 days,~~ **By the end of that period, the district** ~~the Superintendent or designee~~ shall **either** ~~, in consultation with the student's parents/guardians,~~ adopt the previous district's IEP or shall develop, adopt, and implement a new IEP that is consistent with state and federal law. (Education Code 56325; 34 CFR 300.323)

If the student transfers into the district from an out-of-state district during the school year, the district shall provide the student with FAPE, including services comparable to the out-of-state district's IEP, in consultation with the parent/guardian, until such time as the Superintendent or designee conducts an assessment, if it determines that such an assessment is necessary, and develops, adopts, and implements a new IEP, if appropriate. (Education Code 56325; 34 CFR 300.323)

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Regulation 6159: Individualized Education Program

Status: ADOPTED

Original Adopted Date: 07/11/2019 | **Last Reviewed Date:** 07/11/2019

At the beginning of each school year, the district shall have an individualized education program (IEP) in effect for each student with a disability within district jurisdiction. The IEP shall be a written statement designed by the IEP team to meet the unique educational needs of a student with a disability. (Education Code 56344; 34 CFR 300.323)

Members of the IEP Team

The IEP team for any student with a disability shall include the following members: (Education Code 56341, 56341.5; 20 USC 1414(d)(1); 34 CFR 300.321)

1. One or both of the student's parents/guardians and/or a representative selected by them

2. If the student is or may be participating in the regular education program, at least one of the student's regular education teachers designated by the Superintendent or designee to represent the student's teachers

   The regular education teacher shall, to the extent appropriate, participate in the development, review, and revision of the student's IEP, including assisting in the determination of appropriate positive behavioral interventions, supports, and other strategies for the student, and supplementary aids and services, program modifications, and supports for school personnel that will be provided for the student, consistent with 34 CFR 300.320. (Education Code 56341; 20 USC 1414(d)(3)(C); 34 CFR 300.324)

3. At least one of the student's special education teachers or, where appropriate, special education providers

4. A representative of the district who is:

   a. Qualified to provide or supervise the provision of specially designed instruction to meet the unique needs of students with disabilities

   b. Knowledgeable about the general education curriculum

   c. Knowledgeable about the availability of district and/or special education local plan area (SELPA) resources

5. An individual who can interpret the instructional implications of assessment results

   This individual may already be a member of the team as described in items #2-4 above or in item #6 below.

6. At the discretion of the parent/guardian or the Superintendent or designee, other individuals who have knowledge or special expertise regarding the student, including related services personnel, as appropriate

   The determination of whether the individual has knowledge or special expertise regarding the student shall be made by the party who invites the individual to be a member of the IEP team.

7. Whenever appropriate, the student with a disability

   In the development, review, or revision of his/her IEP, the student shall be allowed to provide confidential input to any representative of his/her IEP team. (Education Code 56341.5)

8. When the student is suspected of having a specific learning disability, at least one individual who is qualified to conduct individual diagnostic examinations of the student such as a school psychologist, speech language pathologist, or remedial reading teacher

In accordance with 34 CFR 300.310, at least one team member other than the student's regular education teacher shall observe the student's academic performance and behavior in the areas of difficulty in his/her learning environment, including in the regular classroom setting. If the child is younger than five years or not enrolled in school, a team member shall observe the child in an environment appropriate for a child of that age.

In the following circumstances, the Superintendent or designee shall invite other specified individuals to an IEP team meeting:

1. When the student has been placed in a group home by the juvenile court, a representative of the group home shall be invited to attend IEP team meetings. (Education Code 56341.2)

2. If the student was previously served under the Early Education for Individuals with Exceptional Needs (Education Code 56425-56432) or the California Early Intervention Services Act (Government Code 95000-95004), and upon request of the student's parent/guardian, the Superintendent or designee shall invite the Infant and Toddlers with Disabilities Coordinator or other representative of the early education or early intervention system to the initial IEP team meeting to assist with the smooth transition of services. (Education Code 56341; 20 USC 1414(d)(1)(D); 34 CFR 300.321)

A member of the IEP team shall not be required to attend an IEP team meeting, in whole or in part, if the parent/guardian and the district agree, in writing, that the attendance of the member is not necessary because the member's area of the curriculum or related services is not being modified or discussed at the meeting. Even if the meeting involves a discussion of the IEP team member's area of the curriculum or related service, the member may be excused from the meeting if the parent/guardian, in writing, and the district consent to the excusal after conferring with the member and the member submits to the parent/guardian and team written input into the development of the IEP prior to the meeting. (Education Code 56341; 20 USC 1414(d)(1)(C); 34 CFR 300.321)

Contents of the IEP

The IEP shall include, but not be limited to, all of the following: (Education Code 56043, 56345, 56345.1; 20 USC 1414(d)(1)(A); 34 CFR 300.320)

1. A statement of the present levels of the student's academic achievement and functional performance, including:

    a. The manner in which the student's disability affects his/her involvement and progress in the general education curriculum (i.e., the same curriculum as for nondisabled students)

    b. For a preschool child, as appropriate, the manner in which the disability affects his/her participation in appropriate activities

    c. For a student with a disability who takes alternate assessments aligned to alternate achievement standards, a description of benchmarks or short-term objectives

2. A statement of measurable annual goals, including academic and functional goals, designed to:

    a. Meet the student's needs that result from his/her disability in order to enable the student to be involved in and progress in the general education curriculum

    b. Meet each of the student's other educational needs that result from his/her disability

3. A description of the manner in which the student's progress toward meeting the annual goals described in item #2 above will be measured and when the district will provide periodic reports on the progress the student is making toward meeting the annual goals, such as through the use of quarterly or other periodic reports, concurrent with the issuance of report cards

4. A statement of the special education instruction and related services and supplementary aids and services, based on peer-reviewed research to the extent practicable, to be provided to the student or on behalf of the student, and a statement of the program modifications or supports for school personnel that will be provided to enable the student to:

    a. Advance appropriately toward attaining the annual goals

    b. Be involved and make progress in the general education curriculum in accordance with item #1 above and to participate in extracurricular and other nonacademic activities

    c. Be educated and participate with other students with disabilities and nondisabled students in the activities described in the IEP

5. An explanation of the extent, if any, to which the student will not participate with nondisabled students in the regular class and in extracurricular and other nonacademic activities described in the IEP

6. A statement of any appropriate individual accommodations necessary to measure the academic achievement and functional performance of the student on state and districtwide assessments

   If the IEP team determines that the student shall take an alternate assessment instead of a particular regular state or districtwide assessment, the student's IEP also shall include a statement of the reason that he/she cannot participate in the regular assessment and the reason that the particular alternate assessment selected is appropriate for him/her.

7. The projected date for the beginning of the services and modifications described in item #4 above and the anticipated frequency, location, and duration of those services and modifications

Where appropriate, the IEP shall also include: (Education Code 56345)

1. For a student in grades 7-8, any alternative means and modes necessary for the student to complete the district's prescribed course of study and to meet or exceed proficiency standards required for graduation

2. Linguistically appropriate goals, objectives, programs, and services for a student whose native language is not English

3. Extended school year services when the IEP team determines, on an individual basis, that the services are necessary for the provision of a free appropriate public education (FAPE)

4. Provision for transition into the regular education program if the student is to be transferred from a special class or center or nonpublic, nonsectarian school into a regular education program in a public school for any part of the school day, including descriptions of activities intended to:

   a. Integrate the student into the regular education program, including indications of the nature of each activity and the time spent on the activity each day or week

   b. Support the transition of the student from the special education program into the regular education program

5. Specialized services, materials, and equipment for a student with low incidence disabilities, consistent with the guidelines pursuant to Education Code 56136

Development of the IEP

Within 30 days of a determination that a student needs special education and related services, the Superintendent or designee shall ensure that a meeting to develop an initial IEP is conducted. (34 CFR 300.323)

Any IEP required as a result of an assessment of a student shall be developed within 60 days from the date of receipt of the parent/guardian's written consent for assessment, unless the parent/guardian agrees, in writing, to an extension. Days between the student's regular school sessions, terms, or vacation of more than five school days shall not be counted. In the case of school vacations, the 60-day time limit shall recommence on the date that the student's school days reconvene. (Education Code 56344)

However, when the IEP is required as a result of an assessment of a student for whom a referral has been made 30 days or less prior to the end of the preceding regular school year, the IEP shall be developed within 30 days after the commencement of the subsequent regular school year. (Education Code 56344)

In developing the IEP, the IEP team shall consider all of the following: (Education Code 56341.1, 56345; 20 USC 1414(d)(3)(A); 34 CFR 300.324)

1. The strengths of the student

2. The concerns of the parents/guardians for enhancing the education of their child

3. The results of the initial or most recent assessment of the student

4. The academic, developmental, and functional needs of the student

5. In the case of a student whose behavior impedes his/her learning or that of others, the use of positive

behavioral interventions and supports and other strategies to address that behavior

6. In the case of a student with limited English proficiency, the language needs of the student as such needs relate to the student's IEP

7. In the case of a student who is blind or visually impaired, the need to provide for instruction in Braille and instruction in the use of Braille

   However, such instruction need not be included in the IEP if the IEP team determines that instruction in Braille or the use of Braille is not appropriate for the student. This determination shall be based upon an assessment of the student's reading and writing skills, his/her future needs for instruction in Braille or the use of Braille, and other appropriate reading and writing media.

8. The communication needs of the student and, in the case of a student who is deaf or hard of hearing, the student's language and communication needs, opportunities for direct communications with peers and professional personnel in the student's language and communication mode, academic level, and full range of needs, including opportunities for direct instruction in the student's language and communication mode

   The team shall also consider the related services and program options that provide the student with an equal opportunity for communication access, as described in Education Code 56345.

9. Whether the student requires assistive technology devices and services

If, in considering the special factors in items #1-9 above, the IEP team determines that the student needs a particular device or service, including an intervention, accommodation, or other program modification, in order to receive FAPE, the team shall include a statement to that effect in the student's IEP. (Education Code 56341.1)

Provision of Special Education and Related Services

The district shall ensure that, as soon as possible following development of the IEP, special education services and related services are made available to the student in accordance with his/her IEP. (Education Code 56344; 34 CFR 300.323)

The Superintendent or designee shall ensure that the student's IEP is accessible to each regular education teacher, special education teacher, related service provider, and any other service provider who is responsible for its implementation. The Superintendent or designee also shall ensure that such teachers and providers are informed of their specific responsibilities related to implementing the IEP and the specific accommodations, modifications, and supports that must be provided to the student in accordance with the IEP. (34 CFR 300.323)

Review and Revision of the IEP

The Superintendent or designee shall ensure that the IEP team reviews the IEP periodically, but at least annually, in order to: (Education Code 56043, 56341.1, 56380; 20 USC 1414(d)(4); 34 CFR 300.324)

1. Determine whether the annual goals for the student are being achieved

2. Revise the IEP, as appropriate, to address:

   a. Any lack of expected progress toward the annual goals and in the general education curriculum, where appropriate

   b. The results of any reassessment conducted pursuant to Education Code 56381

   c. Information about the student provided to or by the parents/guardians regarding review of evaluation data pursuant to 34 CFR 300.305(a)(2) and Education Code 56381(b)

   d. The student's anticipated needs

   e. Any other relevant matter

3. Consider the special factors listed in items #5-9 above under "Development of the IEP," when reviewing the IEP of any student with a disability to whom one of those factors may apply

The IEP team shall also meet at any other time upon request by the student's parent/guardian or teacher to review or revise the IEP. (Education Code 56343)

When a parent/guardian requests an IEP team meeting to review the IEP, the team shall meet within 30 days of receiving the parent/guardian's written request, not counting days between the student's regular school sessions or terms or days of school vacation in excess of five school days. If a parent/guardian makes an oral request and/or written request, the district will honor both formats and hold a meeting within 30 days of the request. (Education Code 56043, 56343.5)

A regular education or special education teacher may request a review of the classroom assignment of a student with a disability by submitting a written request to the Superintendent or designee. The Superintendent or designee shall consider the request within 30 days of receiving it, not counting days when school is not in session or, for year-round schools, days when the school is off track. If the review indicates a need for change in the student's placement, instruction, and/or related services, the Superintendent or designee shall convene an IEP team meeting, which shall be held within 30 days of the Superintendent or designee's review, not counting days when school is not in session or days when school is off track, unless the student's parent/guardian consents in writing to an extension of time.

If a participating agency other than the district fails to provide the transition services described in the student's IEP, the team shall reconvene to identify alternative strategies to meet the transition service objectives set out for the student in the IEP. (Education Code 56345.1; 20 USC 1414(d); 34 CFR 300.324)

If a student with a disability residing in a licensed children's institution or foster family home has been placed by the district in a nonpublic, nonsectarian school, the Superintendent or designee shall conduct an annual evaluation as part of the IEP process of whether the placement is the least restrictive environment that is appropriate to meet the student's needs. (Education Code 56157)

To the extent possible, the Superintendent or designee shall encourage the consolidation of reassessment meetings and other IEP team meetings for a student. (20 USC 1414(d)(3)(A); 34 CFR 300.324)

When a change is necessary to a student's IEP after the annual IEP team meeting for the school year has been held, the parent/guardian and the Superintendent or designee may agree not to convene an IEP team meeting for the purpose of making the change and instead may develop a written document to amend or modify the student's current IEP. The IEP team shall be informed of any such changes. Upon request, the Superintendent or designee shall provide the parent/guardian with a revised copy of the IEP with the incorporated amendments. (20 USC 1414(d)(3)(D); 34 CFR 300.324)

Audio Recording of IEP Team Meetings

Parents/guardians and the Superintendent or designee shall have the right to audio record the proceedings of IEP team meetings, provided members of the IEP team are notified of this intent at least 24 hours before the meeting. If the Superintendent or designee gives notice of intent to audio record a meeting and the parent/guardian objects or refuses to attend because the meeting would be audio recorded, the meeting shall not be audio recorded. Parents/guardians also have the right to: (Education Code 56341.1)

1. Inspect and review the audio recordings

2. Request that an audio recording be amended if they believe it contains information that is inaccurate, misleading, or in violation of the student's privacy rights or other rights

3. Challenge, in a hearing, information that the parents/guardians believe is inaccurate, misleading, or in violation of the student's privacy rights or other rights

Parent/Guardian Participation and Other Rights

The Superintendent or designee shall take steps to ensure that one or both of the parents/guardians of the student with a disability are present at each IEP team meeting or are afforded the opportunity to participate. These steps shall include notifying the parents/guardians of the meeting early enough to ensure that they will have the opportunity to attend and scheduling the meeting at a mutually agreed upon time and place. (Education Code 56341.5; 34 CFR 300.322)

The Superintendent or designee shall send parents/guardians notices of IEP team meetings that: (Education Code 56341.5; 34 CFR 300.322)

1. Indicate the purpose, time, and location of the meeting

2. Indicate who will be in attendance at the meeting

3. Inform them of:

    a. Their right to bring to the meeting other individuals who have knowledge or special expertise about the student, pursuant to Education Code 56341(b)(6)

    b. The provision of Education Code 56341(i) relating to the participation of the Infant and Toddlers with Disabilities Coordinator at the initial IEP team meeting, if the student was previously served under Early Education for Individuals with Exceptional Needs (Education Code 56425-56432) or the California Early Intervention Services Act (Government Code 95000-95004)

At each IEP team meeting convened by the district, the district administrator or specialist on the team shall inform the parent/guardian and student of the federal and state procedural safeguards included in the notice of parental rights provided pursuant to Education Code 56321. (Education Code 56500.1)

The parent/guardian shall have the right and opportunity to examine all of his/her child's school records upon request, before any IEP meeting, and in connection with any hearing or resolution session on matters affecting his/her child, including, but not limited to, initial formal assessment, procedural safeguards, and due process. Upon receipt of an oral or written request, the Superintendent or designee shall provide complete copies of the records within five business days. (Education Code 56043, 56504)

The parent/guardian shall have the right to present information to the IEP team in person or through a representative and the right to participate in meetings that relate to eligibility for special education and related services, recommendations, and program planning. (Education Code 56341.1)

If neither parent/guardian can attend the meeting, the Superintendent or designee shall use other methods to ensure parent/guardian participation, including video conferences or individual or conference telephone calls. (Education Code 56341.5; 20 USC 1414(f); 34 CFR 300.322)

An IEP team meeting may be conducted without a parent/guardian in attendance if the Superintendent or designee is unable to convince the parent/guardian that he/she should attend. In such a case, the Superintendent or designee shall maintain a record of the attempts to arrange a mutually agreed upon time and place for the meeting, including: (Education Code 56341.5; 34 CFR 300.322)

1. Detailed records of telephone calls made or attempted and the results of those calls

2. Copies of certified correspondence sent to the parent/guardian and any responses received

3. Detailed records of visits made to the parent/guardian's home or place of employment and the results of those visits

The Superintendent or designee shall take any action necessary to ensure that the parents/guardians understand the proceedings of the meeting, including arranging for an interpreter for parents/guardians with deafness or whose native language is not English. (Education Code 56341.5; 34 CFR 300.322)

The Superintendent or designee shall give the parents/guardians of a student with a disability a copy of his/her child's IEP at no cost. (Education Code 56341.5; 34 CFR 300.322)

Parent/Guardian Consent for Provision of Special Education and Services

Before providing special education and related services to any student, the Superintendent or designee shall seek to obtain informed consent of the student's parent/guardian pursuant to 20 USC 1414(a)(1). The district shall not provide services by utilizing the due process hearing procedures pursuant to 20 USC 1415(f) if the parent/guardian refuses to consent to the initiation of services. If the parent/guardian does not consent to all of the components of the IEP, then those components to which the parent/guardian has consented shall be implemented so as not to delay providing instruction and services to the student. (Education Code 56346)

If the Superintendent or designee determines that a part of a proposed IEP to which the parent/guardian does not consent is necessary in order to provide the student with FAPE, a due process hearing shall be initiated in accordance with 20 USC 1415(f). While the due process hearing is pending, the student shall remain in the current placement unless the parent/guardian and the Superintendent or designee agree otherwise. (Education Code 56346)

If at any time subsequent to the initial provision of services, the student's parent/guardian, in writing, revokes consent for the continued provision of special education services, the Superintendent or designee shall provide prior written notice within a reasonable time before ceasing to provide services to the student. The Superintendent or designee shall not request a due process hearing or pursue mediation in order to require an agreement or ruling that services be provided to the student. (Education Code 56346; 34 CFR 300.300, 300.503)

Prior to the discontinuation of services, the Superintendent or designee may offer to meet with the parents/guardians to discuss concerns for the student's education. However, this meeting shall be voluntary on the part of the parent/guardian and shall not delay the implementation of the parent/guardian's request for discontinuation of services. In addition, the Superintendent or designee shall send a letter to the parent/guardian confirming the parent/guardian's decision to discontinue all services.

When the district ceases to provide special education services in response to the parent/guardian's revocation of consent, the student shall be classified as a general education student.

Transfer Students

To facilitate the transition of a student with a disability who is transferring into the district, the Superintendent or designee shall take reasonable steps to promptly obtain the student's records, including his/her IEP and the supporting documents related to the provision of special education services. (Education Code 56325; 34 CFR 300.323)

If the student transfers into the district from another school district within the same SELPA during the school year, the district shall continue to provide services comparable to those described in the student's existing IEP, unless his/her parent/guardian and the district agree to develop, adopt, and implement a new IEP that is consistent with state and federal law. (Education Code 56325; 34 CFR 300.323)

If the student transfers into the district from a school district outside of the district's SELPA during the school year, the district shall provide the student with FAPE, including services comparable to those described in the previous district's IEP. Within 30 days, the Superintendent or designee shall, in consultation with the student's parents/guardians, adopt the previous district's IEP or shall develop, adopt, and implement a new IEP that is consistent with state and federal law. (Education Code 56325; 34 CFR 300.323)

If the student transfers into the district from an out-of-state district during the school year, the district shall provide the student with FAPE, including services comparable to the out-of-state district's IEP, in consultation with the parent/guardian, until such time as the Superintendent or designee conducts an assessment, if it determines that such an assessment is necessary, and develops, adopts, and implements a new IEP, if appropriate. (Education Code 56325; 34 CFR 300.323)

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

State References	Description
5 CCR 1215.5-1218	High School Exit Examination, accommodations for students with disabilities
5 CCR 3021-3029	Identification, referral and assessment
5 CCR 3040-3043	Instructional planning and the individualized education program
5 CCR 853-853.5	State assessments, accommodations
Ed. Code 51225.3	High school graduation
Ed. Code 56055	Rights of foster parents pertaining to foster child's education
Ed. Code 56136	Guidelines for low incidence disabilities areas
Ed. Code 56195.8	Adoption of policies
Ed. Code 56321	Notice of parental rights; consent of parents
Ed. Code 56321.5	Notice to include right to electronically record
Ed. Code 56340.1-56347	Instructional planning and individualized education program
Ed. Code 56350-56352	IEP for visually impaired students

Ed. Code 56380	IEP reviews; notice of right to request
Ed. Code 56390-56392	Recognition for educational achievement, special education
Ed. Code 56500-56509	Procedural safeguards
Ed. Code 60640-60649	California Assessment of Student Performance and Progress
Fam. Code 6500-6502	Age of majority
Gov. Code 7572.5	Seriously emotionally disturbed child, expanded IEP team
W&I Code 300	Minors subject to jurisdiction
W&I Code 601	Minors habitually disobedient
W&I Code 602	Minors violating law; ward of court

Federal References	**Description**
20 USC 1232g	Family Educational Rights and Privacy Act (FERPA) of 1974
20 USC 1400-1482	Individuals with Disabilities Education Act
34 CFR 300.1-300.818	Individuals with Disabilities Education Act

Management Resources References	**Description**
Attorney General Opinion	85 Ops.Cal.Atty.Gen. 157 (2002)
Court Decision	Marshall v. Monrovia Unified School District, (9th Circuit, 2010) 327 f.3d 773
Court Decision	Marshall v.Monrovia Unified School District, (9th Circuit, 2010) 327 f.3d 773
Court Decision	Shapiro v. Paradise Valley Unified School District, No. 69 (9th Circuit, 2003) 317 F.3d 1072
Court Decision	Schaffer v. Weast (2005) 125 S. Ct. 528
Court Decision	Sacramento City School District v. Rachel H. (9th Cir. 1994) 14 F.3d 1398
Federal Register	Rules and Regulations, August 14, 2006, Vol. 71, Number 156, pages 46539-46845
Website	U.S. Department of Education, Office of Special Education and Rehabilitative Services
Website	California Department of Education

Cross References	**Description**
0200	Goals For The School District
0430	Comprehensive Local Plan For Special Education
0430	Comprehensive Local Plan For Special Education
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
0470	COVID-19 Mitigation Plan
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3-E(1)	Uniform Complaint Procedures
1312.3-E(2)	Uniform Complaint Procedures
3250	Transportation Fees

3250	Transportation Fees
3260	Fees And Charges
3260	Fees And Charges
3541	Transportation Routes And Services
3541.2	Transportation For Students With Disabilities
3555	Nutrition Program Compliance
4112.23	Special Education Staff
5125	Student Records
5125	Student Records
5126	Awards For Achievement
5126	Awards For Achievement
5131.8	Mobile Communication Devices
5144.2	Suspension And Expulsion/Due Process (Students With Disabilities)
5145.6	Parental Notifications
5148.2	Before/After School Programs
5148.2	Before/After School Programs
6000	Concepts And Roles
6112	School Day
6112	School Day
6141	Curriculum Development And Evaluation
6141	Curriculum Development And Evaluation
6142.1	Sexual Health And HIV/AIDS Prevention Instruction
6142.1	Sexual Health And HIV/AIDS Prevention Instruction
6142.7	Physical Education And Activity
6142.7	Physical Education And Activity
6151	Class Size
6157	Distance Learning
6158	Independent Study
6158	Independent Study
6159.1	Procedural Safeguards And Complaints For Special Education
6159.1	Procedural Safeguards And Complaints For Special Education
6159.2	Nonpublic, Nonsectarian School And Agency Services For Special Education
6159.2	Nonpublic, Nonsectarian School And Agency Services For Special Education
6159.3	Appointment Of Surrogate Parent For Special Education Students
6159.3	Appointment Of Surrogate Parent For Special Education Students
6159.4	Behavioral Interventions For Special Education Students
6162.51	State Academic Achievement Tests
6162.51	State Academic Achievement Tests
6163.2	Animals At School
6163.2	Animals At School
6164.4	Identification And Evaluation Of Individuals For Special Education

6164.4	Identification And Evaluation Of Individuals For Special Education
6164.41	Children With Disabilities Enrolled By Their Parents In Private School
6164.41	Children With Disabilities Enrolled By Their Parents In Private School
6164.5	Student Success Teams
6164.5	Student Success Teams
6164.6	Identification And Education Under Section 504
6164.6	Identification And Education Under Section 504
6173	Education For Homeless Children
6173	Education For Homeless Children
6173.1	Education For Foster Youth
6173.1	Education For Foster Youth
6174	Education For English Learners
6174	Education For English Learners
6176	Weekend/Saturday Classes
6177	Summer Learning Programs

CSBA Sample
Board Policy

REVISED

Instruction BP 6159.1(a)

PROCEDURAL SAFEGUARDS AND COMPLAINTS FOR SPECIAL EDUCATION

Note: The following **mandated** policy ~~and **mandated** administrative regulation~~ reflect**s** the federal Individuals with Disabilities Education Act ~~(IDEA)~~ (20 USC 1400-1482), implementing federal regulations (34 CFR 300.1-300.818~~, as amended by 73 Fed. Reg. 231~~), and conforming state legislation. Note that in cases where state law provides greater protections to students, state law supersedes federal law.

Education Code 56195.8 **and 20 USC 1415 mandate**~~**s**~~ all entities providing special education to adopt policy on procedural safeguards, and Education Code 56500.1 requires entities providing special education to establish and maintain all procedural safeguards granted by federal law. For California law related to due process rights and due process hearing rights and procedures, see Education Code 56501-56509 and 5 CCR 3082. For federal due process procedure requirements, see 34 CFR 300.500-300.520.

This policy and accompanying administrative regulation should be revised for consistency with the policy and regulations of the ~~s~~**S**pecial ~~e~~**E**ducation ~~l~~**L**ocal ~~p~~**P**lan ~~a~~**A**rea ~~(SELPA)~~ in which the district participates.

The Governing Board ~~desires to protect the rights of students with disabilities in accordance with the procedural safeguards set forth in state and federal law.~~ **recognizes its obligation to provide a free appropriate public education (FAPE) to students with disabilities and to uphold the rights of parents/guardians to be involved in educational decisions regarding their child.** Parents/guardians **of students with disabilities** shall receive written notice of their rights **under the federal Individuals with Disabilities Education Act.** ~~in accordance with law, Board policy, and administrative regulation~~.

(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))
(cf. 5145.6 - Parental Notifications)
(cf. 6159 - Individualized Education Program)
(cf. 6159.2 - Nonpublic, Nonsectarian School and Agency Services for Special Education ~~Students~~)
(cf. 6159.3 - Appointment of Surrogate Parent for Special Education Students)
(cf. 6159.4 - Behavioral Interventions for Special Education Students)
(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)

Whenever there is a dispute between the district and the parent/guardian of a student with disabilities regarding the identification, assessment, or educational placement of the student or the provision of FAPE to the student, the Superintendent or designee shall encourage the early, informal resolution of the dispute at the school level to the extent possible. The district or parent/guardian may also request mediation and/or a due process hearing in accordance with law, Board policy, and administrative regulation.

Note: Education Code 56195.8 authorizes the ~~policy to include provisions~~ **Governing Board to adopt policy** for ~~involving district~~ **the involvement of** Board members in any due process hearing procedure activities. **However, a best practice is to designate the Superintendent or designee to serve as the district representative at the hearing.** The following **optional** paragraph ~~designates the Superintendent or designee as the district representative at the hearing.~~ **may be revised to reflect district practice.**

BP 6159.1(b)

PROCEDURAL SAFEGUARDS AND COMPLAINTS FOR SPECIAL EDUCATION (continued)

The Superintendent or designee shall represent the district in any due process hearing conducted with regard to district students and shall inform the Board about the result of the hearing.

Note: ~~A compliance complaint, which can be made by anyone, is an allegation of a violation of state or federal law. A complainant may also file such complaints directly with the California Department of Education. These compliance complaints are different from the due process complaint detailed in the accompanying administrative regulation, which is a legal document that must be filed in order to initiate a due process hearing.~~ **5 CCR 3200-3205, as added by Register 2020, No. 21, require complaints alleging a violation of federal or state law or regulation related to the provision of FAPE to students with disabilities to be submitted to the California Department of Education rather than being addressed through the district's uniform complaint procedures as described in BP/AR 1312.3 - Uniform Complaint Procedures. For further information regarding state compliance complaints, see the accompanying administrative regulation.**

~~The Superintendent or designee shall address a complaint concerning compliance with state or federal law regarding special education in accordance with the district's uniform complaint procedures.~~ **Any complaint alleging the district's noncompliance with federal or state laws or regulations related to the provision of a free appropriate public education to students with disabilities shall be filed in accordance with 5 CCR 3200-3205.**

~~*(cf. 1312.3 - Uniform Complaint Procedures)*~~

Legal Reference: (see next page)

PROCEDURAL SAFEGUARDS AND COMPLAINTS FOR SPECIAL EDUCATION (continued)

Legal Reference:

EDUCATION CODE
56000 Education for individuals with disabilities
56001 Provision of the special education programs
56020-56035 Definitions

56195.7 Written agreements
56195.8 Adoption of policies for programs and services
56300-56385 Identification and referral, assessment
56440-56447.1 Programs for individuals between the ages of three and five years
56500-56509 Procedural safeguards, including due process rights
56600-56606 Evaluation, audits and information
CODE OF REGULATIONS, TITLE 5
*3000-3100 Regulations governing special education**, especially:***
3080-3089 Procedural safeguards
3200-3205 Special education compliance complaints
~~*4600-4670 Uniform complaint procedures*~~
UNITED STATES CODE, TITLE 20
1232g Family Educational Rights and Privacy Act
1400-1482 Individuals with Disabilities Education Act
UNITED STATES CODE, TITLE 29
794 Section 504 of the Rehabilitation Act
UNITED STATES CODE, TITLE 42
11434 Homeless assistance
CODE OF FEDERAL REGULATIONS, TITLE 34
99.10-99.22 Inspection, review and procedures for amending education records
104.36 Procedural safeguards
300.1-300.818 Assistance to states for the education of students with disabilities, especially:
300.150-300.153 State compliance complaints
300.500-300.520 Procedural safeguards and due process for parents and students
COURT DECISIONS
Winkelman v. Parma City School District, (2007) 550 U.S. 516

Management Resources:
~~*FEDERAL REGISTER*~~
~~*Final Regulations, December 1, 2008, Vol. 73, No. 231, pages 73006-73029*~~
WEB SITES
California Department of Education, Special Education: http://www.cde.ca.gov/sp/se
Office of Administrative Hearings, Special Education Division:
https://www.dgs.ca.gov/OAH/Case-Types/Special-Education
U.S. Department of Education, Office of Special Education Programs: http://www.ed.gov/about/offices/list/osers/osep

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Policy Reference UPDATE Service
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Board Policy Manual
San Ysidro School District

Policy 6159.1: Procedural Safeguards And Complaints For Special Education

Status: ADOPTED

Original Adopted Date: 07/11/2019 | **Last Reviewed Date:** 07/11/2019

The Board of Education desires to protect the rights of students with disabilities in accordance with the procedural safeguards set forth in state and federal law. Parents/guardians shall receive written notice of their rights in accordance with law, Board policy, and administrative regulation.

The Superintendent or designee shall represent the district in any due process hearing conducted with regard to district students and shall inform the Board about the result of the hearing.

The Superintendent or designee shall address a complaint concerning compliance with state or federal law regarding special education in accordance with the district's uniform complaint procedures.

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

State References	Description
5 CCR 3000-3100	Regulations governing special education
5 CCR 4600-4670	Uniform complaint procedures
Ed. Code 56000	Special education; legislative findings and declarations
Ed. Code 56001	Provision of the special education programs
Ed. Code 56020-56035	Definitions
Ed. Code 56195.7	Written agreements
Ed. Code 56195.8	Adoption of policies
Ed. Code 56300-56385	Identification and referral, assessment
Ed. Code 56360-56369	Implementation of special education
Ed. Code 56440-56447.1	Programs for individuals between the ages of three and five years
Ed. Code 56500-56509	Procedural safeguards
Ed. Code 56600-56606	Evaluation, audits and information

Federal References	Description
20 USC 1232g	Family Educational Rights and Privacy Act (FERPA) of 1974
20 USC 1400-1482	Individuals with Disabilities Education Act
29 USC 794	Rehabilitation Act of 1973, Section 504
34 CFR 104.36	Procedural safeguards
34 CFR 300.1-300.818	Assistance to states for the education of students with disabilities
34 CFR 300.500-300.520	Procedural safeguards and due process for parents and students
34 CFR 99.10-99.22	Inspection, review and procedures for amending education records
42 USC 11434	Homeless assistance

Management Resources References	Description
Court Decision	Winkelman v. Parma City School District, (2007) 550 U.S. 516
Federal Register	Final Regulations, December 1, 2008, Vol. 73, No. 231, pages 73006-73029
Website	California Department of Education, Special Education
Website	U.S. Department of Education, Office of Special Education Programs

Cross References	Description
0430	Comprehensive Local Plan For Special Education
0430	Comprehensive Local Plan For Special Education
0470	COVID-19 Mitigation Plan
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3-E(1)	Uniform Complaint Procedures
1312.3-E(2)	Uniform Complaint Procedures
5125	Student Records
5125	Student Records
5144.2	Suspension And Expulsion/Due Process (Students With Disabilities)
5145.6	Parental Notifications
6159	Individualized Education Program
6159	Individualized Education Program
6159.2	Nonpublic, Nonsectarian School And Agency Services For Special Education
6159.2	Nonpublic, Nonsectarian School And Agency Services For Special Education
6159.3	Appointment Of Surrogate Parent For Special Education Students
6159.3	Appointment Of Surrogate Parent For Special Education Students
6159.4	Behavioral Interventions For Special Education Students
6164.4	Identification And Evaluation Of Individuals For Special Education
6164.4	Identification And Evaluation Of Individuals For Special Education
6164.41	Children With Disabilities Enrolled By Their Parents In Private School
6164.41	Children With Disabilities Enrolled By Their Parents In Private School
6164.6	Identification And Education Under Section 504
6164.6	Identification And Education Under Section 504
6173	Education For Homeless Children
6173	Education For Homeless Children
9000-B	Role Of The Board
9200-B	Limits Of Board Member Authority

CSBA Sample
Administrative Regulation

REVISED

Instruction AR 6159.1(a)

PROCEDURAL SAFEGUARDS AND COMPLAINTS FOR SPECIAL EDUCATION

Note: The following **mandated** administrative regulation reflects the federal Individuals with Disabilities Education Act ~~(IDEA)~~ (20 USC 1400-1482), implementing federal regulations (34 CFR 300.1-300.818~~, as amended by 73 Fed. Reg. 231)~~, and conforming state legislation. Note that in cases where state law provides greater protections to students, state law supersedes federal law.

Both federal and state law give parents/guardians **of students with disabilities** the right to due process and require the district to provide procedural safeguards, as specified below. Education Code 56501 extends these rights to the student only if ~~he/she~~ **the student** is an emancipated minor or a ward or dependent of the court with no available parent/guardian or surrogate parent. See AR 6159.3 - Appointment of Surrogate Parent for Special Education Students. As part of these rights, districts must provide two different notices, the prior written notice and the procedural safeguards notice, to parents/guardians at specified times detailed below.

Prior Written Notice

Note: Pursuant to 20 USC 1415~~(b)(1)~~, districts are **mandated** to adopt procedures ~~relative to the prior written notice as specified in 20 USC 1415(c)(1) and listed below.~~ **that include prior written notice to parents/guardians of students with disabilities under the circumstances described below.**

The Superintendent or designee shall send to the parents/guardians of any student with disabilities a prior written notice ~~within a reasonable time~~. (Education Code 56346, 56500.4, 56500.5; 20 USC 1415~~(c)~~; 34 CFR 300.102, 300.300, 300.503~~; Education Code 56500.4, 56500.5~~)

1. Before the district initially refers the student for assessment

2. **Within a reasonable time b**~~B~~efore the district proposes to initiate or change the student's identification, assessment, educational placement, or the provision of a free appropriate public education (FAPE) to the student

3. **Within a reasonable time b**~~B~~efore the district refuses to initiate or change the student's identification, assessment, or educational placement or the provision of FAPE to the student

4. **Within a reasonable time b**~~B~~efore the student graduates from high school with a regular diploma thus resulting in a change in placement

Note: ~~As amended by 73 Fed. Reg. 231,~~ 34 CFR 300.300 states that a parent/guardian may revoke consent for the continued provision of special education and related services ~~to his/her child~~ at any time. Upon receipt of this written revocation, 34 CFR 300.300 requires the district to provide prior written notice and, within a reasonable period of time, discontinue all services to the student. See AR 6159 - Individualized Education Program.

AR 6159.1(b)

PROCEDURAL SAFEGUARDS AND COMPLAINTS FOR SPECIAL EDUCATION (continued)

5. Upon receipt of the parent/guardian's written revocation of consent for the continued provision of special education and related services to ~~his/her child~~ **the student**

This **prior written** notice shall include: (Education Code 56500.4; 20 USC 1415~~(c)~~; 34 CFR 300.503~~; Education Code 56500.4~~)

1. A description of the action proposed or refused by the district

2. An explanation as to why the district proposes or refuses to take the action

3. A description of each assessment procedure, ~~test,~~ **assessment,** record, or report the district used as a basis for the proposed or refused action

4. A statement that the parents/guardians of the student have protection under procedural safeguards and, if this notice is not an initial referral for assessment, the means by which a copy of the description of procedural safeguards can be obtained

5. Sources for parents/guardians to obtain assistance in understanding these provisions

6. A description of any other options that the individualized education program (IEP) team considered and why those options were rejected

(cf. 6159 - Individualized Education Program)

7. A description of any other factors relevant to the district's proposal or refusal

(cf. 5145.6 - Parental Notifications)

Procedural Safeguards Notice

~~Note: Education Code 56301, 20 USC 1415(d)(1), 34 CFR 300.504, and Education Code 56501 specify that the procedural safeguards notice must be given to parents/guardians once per school year and upon the occurrence of any of the events specified below. A sample procedural safeguards notice is available on the California Department of Education's (CDE) web site.~~

A procedural safeguards notice shall be made available to parents/guardians of students with disabilities once each school year and: (Education Code 56301; 20 USC 1415~~(d)(1)~~; 34 CFR 300.504~~; Education Code 56301~~)

1. Upon initial referral or parent/guardian request for assessment

Note: Pursuant to 34 CFR 300.504, the procedural safeguards notice must be provided upon receipt of the first state complaint filed against the district in a school year pursuant to 34 CFR 300.151-300.153. For complaint procedures addressing alleged violation of federal or state law or regulation related to the provision of a free appropriate public education (FAPE), see the section "State Compliance Complaints" below.

2. Upon receipt of the first state compliance complaint in a school year**, filed in accordance with the section "State Compliance Complaints" below**

~~*(cf. 1312.3 - Uniform Complaint Procedures)*~~

3. Upon receipt of the first due process hearing request in a school year

4. In accordance with the discipline procedures pursuant to 34 CFR 300.530(h), when ~~a decision is made to remove~~ **removal of** a student because of a violation of a code of conduct ~~constituting~~ **constitutes** a change of placement

(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))

5. Upon request by a parent/guardian

~~Note: 34 CFR 300.504 requires the procedural safeguards notice to include a full explanation of the safeguards available to parents/guardians under the laws listed below, including 34 CFR 300.300 regarding parent/guardian consent. 73 Fed. Reg. 231 amended 34 CFR 300.300 to authorize a parent/guardian to revoke consent to his/her child's continued receipt of special education and related services; thus, the procedural safeguards notice must include a full explanation of that right to revocation.~~

Note: **34 CFR 300.504 lists the required content of the procedural safeguards notice.** A sample procedural safeguards notice is available on the California Department of Education's (CDE) web site.

The procedural safeguards notice shall include a full explanation of all of the procedural safeguards available under 34 CFR 300.148, 300.151-300.153, 300.300, 300.502-300.503, 300.505-300.518, 300.520, 300.530-300.536, and 300.610-300.625 relating to: (Education Code 56301; 20 USC 1415~~(d)(2)~~; 34 CFR 300.504~~; Education Code 56301~~)

1. Independent educational evaluation

(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)

2. Prior written notice

3. Parental consent, including a parent/guardian's right to revoke consent, in writing, to ~~his/her child's~~ **the student's** continued receipt of special education and related services

4. Access to educational records

(cf. 5125 - Student Records)

5. Opportunity to present complaints and resolve complaints through the due process complaint and state compliance complaint procedures, including the time period in which to file a complaint, the opportunity for the district to resolve the complaint, and the difference between a due process complaint and the state

compliance complaint procedures, including the jurisdiction of each procedure, what issues may be raised, filing and decisional timelines, and relevant procedures

6. The availability of mediation

7. The student's placement during the pendency of any due process complaint

8. Procedures for students who are subject to placement in an interim alternative educational setting

9. Requirements for unilateral placement by parents/guardians of students in private schools at public expense

10. Hearings on due process complaints, including requirements for disclosure of assessment results and recommendations

11. State-level appeals

12. Civil actions, including the time period in which to file those actions

13. ~~Attorney's fees~~ **Availability of attorneys' fees pursuant to 34 CFR 300.517**

~~Note: In addition to the requirements of federal law listed in items #1-13 above, Education Code 56321 requires that the procedural safeguards notice contain the additional information specified below. Education Code 56321 also requires that the notice be attached to any assessment plan which is developed whenever an assessment is to be conducted for the development or revision of the IEP.~~

~~As added by AB 2555 (Ch. 245, Statutes of 2008), Education Code 56321.6 requires that the procedural safeguards notice also include information regarding the state special schools for students who are deaf or blind, as specified below.~~

PROCEDURAL SAFEGUARDS AND COMPLAINTS FOR SPECIAL EDUCATION (continued)

This notice shall also include the rights and procedures contained in Education Code 56500-56509, including**:** (Education Code 56321, 56321.5, 56321.6)

1. **I**~~i~~nformation on the procedures for requesting an informal meeting, prehearing mediation conference, mediation conference, or due process hearing~~;~~

2. **T**~~t~~he timelines for completing each process~~;~~

3. **W**~~w~~hether the process is optional~~;~~

4. **T**~~t~~he type of representative who may be invited to participate~~;~~

5. **T**~~t~~he right of the parent/guardian and/or the district to electronically record the proceedings of IEP meetings in accordance with Education Code 56341**.1**~~; and~~

6. **I**~~i~~nformation regarding the state special schools for students who are deaf, hard of hearing, blind, visually impaired, or deaf-blind~~.~~ ~~(Education Code 56321, 56321.5, 56321.6)~~

A copy of this notice shall be attached to the student's assessment plan ~~and referred to at each IEP meeting~~. **At each IEP meeting, the Superintendent or designee shall inform the parent/guardian of the federal and state procedural safeguards that were provided in the notice.** (Education Code 56321, ~~56321.5~~ **56500.1**)

Format of Parent/Guardian Notices

Note: 20 USC 1415~~(b)~~ **mandates** that districts adopt procedures to ensure that the parent/guardian notice is in the native language of the parent/guardian, unless it is clearly not feasible to do so. 34 CFR 300.29 defines "native language" as the language normally used by the individual and, for a child, the language regularly used in the home environment. Pursuant to 34 CFR 300.503 and 300.504, the notice must be in an "understandable language" as specified below. **Districts that subscribe to CSBA's GAMUT Policy Plus may use the program's web-based translator to translate policy documents uploaded into the district's GAMUT web site.**

The parents/guardians of a student with a disability shall be provided written notice of their rights in ~~a~~ language easily understood by the general public and in their native language or other mode of communication used by them, unless to do so is clearly not feasible. (Education Code 56341, 56506; 34 CFR 300.503**, 300.504**~~; Education Code 56341, 56506~~)

If the native language or other mode of communication of the parent/guardian is not a written language, the district shall take steps to ensure that~~: (34 CFR 300.503)~~

PROCEDURAL SAFEGUARDS AND COMPLAINTS FOR SPECIAL EDUCATION (continued)

~~1.~~ ~~T~~**t**he notice is translated orally or by other means ~~to the parent/guardian~~ in ~~his/her~~ **the parent/guardian's** native language or other mode of communication~~.~~ **and that**

~~2.~~ ~~T~~**t**he parent/guardian understands the contents of the notice. (34 CFR 300.503)

~~3. There is written evidence that items #1 and #2 have been satisfied.~~

The district may place a copy of the procedural safeguards notice on the district's web site. (20 USC 1415~~(d)~~)

Note: The following **optional** paragraph is for use by districts that wish to grant parents/guardians the option to receive notices electronically pursuant to 34 CFR 300.505.

A parent/guardian of a student with disabilities may elect to receive the prior written notice or procedural safeguards notice by an electronic mail communication. (34 CFR 300.505)

Filing Due Process Complaints

Note: In California, due process hearings required by federal law are held only at the state level. Related rights and procedures are set forth in Education Code 56501-56506 and 5 CCR 3080-3089. Note that in cases where state law provides greater protection, state law supersedes federal law. ~~Education Code 56505 and 20 USC 1415(f)(3)(C) and Education Code 56505, effective October 9, 2006, specify that a due process complaint must be filed within two years of the date that the parent/guardian or district knew or should have known about the situation that forms the basis of the complaint. Both federal law (34 CFR 300.507 and 300.511) and state law (Education Code 56505) provide exceptions to that filing timeline and allow parents/guardians to file a complaint past the two-year deadline if the district has made specific misrepresentations or withheld information.~~

When a parent/guardian has revoked consent for the continued provision of special education services to ~~his/her child~~ **the student**, 34 CFR 300.300~~, as amended by 73 Fed. Reg. 231,~~ specifies that a district may not use the due process hearing procedures to

obtain an agreement or a ruling to require that services be provided. ~~In the Analysis of Comments and Changes, 73 Fed. Reg. 231, page 73016, the U.S. Department of Education clarifies that this revocation of consent to discontinue services is different from a discontinuation of services based on the determination that the student is no longer a child with a disability. If a district believes that a student is no longer a child with a disability, then 34 CFR 300.305 requires the district to evaluate the child before making such a determination. If the parent/guardian disagrees with the eligibility determination, then he/she may challenge the decision using the due process procedures.~~

20 USC 1415~~(b)~~ **mandates** that the district adopt procedures regarding a party's right to initiate a due process hearing concerning the issues specified in items #1-4 below.

A parent/guardian and/or the district may initiate due process hearing procedures whenever: (Education Code 56501; 20 USC 1415~~(b); Education Code 56501~~)

PROCEDURAL SAFEGUARDS AND COMPLAINTS FOR SPECIAL EDUCATION (continued)

1. There is a proposal to initiate or change the student's identification, assessment, or educational placement or the provision of FAPE to the student.

2. There is a refusal to initiate or change the student's identification, assessment, or educational placement or the provision of FAPE to the student.

3. The parent/guardian refuses to consent to an assessment of ~~his/her child~~ **the student**.

4. There is a disagreement between a parent/guardian and the district regarding the availability of a program appropriate for the student, including the question of financial responsibility, as specified in 34 CFR 300.148.

Note: Pursuant to 20 USC 1415~~(b)~~ and 34 CFR 300.508, the district is **mandated** to adopt procedures (1) requiring either party (the district or the parent/guardian) or their attorney to provide a due process complaint notice to the other party and (2) requiring that the party may not have a due process hearing until that complaint notice has been filed. ~~The~~ CDE has developed model forms to assist parties in filing a complaint and due process complaint notice.

Prior to having a due process hearing, the party requesting the hearing, or the party's attorney, shall provide the opposing party a due process complaint, which shall remain confidential, specifying: (Education Code 56502; 20 USC 1415~~(b)~~; 34 CFR 300.508~~; Education Code 56502~~)

1. The student's name

2. The student's address or, in the case of a student identified as homeless pursuant to 42 USC 11434, available contact information for that student

(cf. 6173 - Education for Homeless Children)

3. The name of the school the student attends

4. A description of the nature of the student's problem relating to the proposed or refused initiation or change, including facts relating to the problem

5. A proposed resolution to the problem to the extent known and available to the complaining party at the time

Note: Although Education Code 56502 states that all requests for a due process hearing must be filed with the Superintendent of Public Instruction, according to CDE's web site, due process hearing requests should be filed with the Special Education Division of the Office of Administrative Hearings.

PROCEDURAL SAFEGUARDS AND COMPLAINTS FOR SPECIAL EDUCATION (continued)

Parties filing a due process complaint shall file their request with the **state Office of Administrative Hearings, Special Education Division.** ~~Superintendent of Public Instruction or designated contracted agency. (Education Code 56502)~~

Note: 20 USC 1415 mandates that the district's procedures include an opportunity to file a complaint about an alleged violation that occurred not more than two years before the parent/guardian or district knew or should have known about the alleged violation, unless an exception specified in law applies.

The request shall be filed within two years from the date the party initiating the request knew or had reason to know of the facts underlying the basis for the request. This timeline shall not apply if the district misrepresented that it had solved the problem or withheld required information from the parent/guardian. (Education Code 56505; 20 USC 1415; 34 CFR 300.507, 300.511)

District's Response to Due Process Complaints

~~Note: 20 USC 1415(c)(1), 34 CFR 300.508, and Education Code 56502 require the district to provide the following notice upon receipt of the due process complaint.~~

If the district has sent prior written notice to the parent/guardian regarding the subject matter of the parent/guardian's due process complaint, the district shall, within 10 days of receipt of the complaint, send a response specifically addressing the issues in the complaint. (20 USC 1415~~(c)(1)~~; 34 CFR 300.508)

If the district has not sent a prior written notice to the parent/guardian regarding the subject matter contained in the parent/guardian's due process complaint, the district shall send a response to the parent/guardian within 10 days of receipt of the complaint containing: (20 USC 1415~~(c)(1)~~; 34 CFR 300.508):

1. An explanation of why the district proposed or refused to take the action raised in the complaint

2. A description of other options that the IEP team considered and the reasons that those options were rejected

3. A description of each ~~evaluation~~ **assessment** procedure, assessment, record, or report the district used as the basis for the proposed or refused action

4. A description of the factors that are relevant to the district's proposal or refusal

PROCEDURAL SAFEGUARDS AND COMPLAINTS FOR SPECIAL EDUCATION (continued)

Upon the filing of a due process complaint by either party or upon request of the parent/guardian, the district shall inform the parent/guardian of any free or low-cost legal and other relevant services available in the area. (34 CFR 300.507)

Informal Process/Pre-Hearing Mediation Conference

Note: **20 USC 1415 mandates that the district's due process procedures include an opportunity for mediation.** ~~As an alternative to a due process hearing,~~ Education Code 56500.3 ~~provides that the parties may voluntarily participate in a mediation process conducted by a person under contract with the CDE~~ **establishes a state-level mediation process**. In addition, Education Code 56502 authorizes an informal meeting process conducted at the local level, as described in the following paragraph.

Prior to or upon initiating a due process hearing, the Superintendent or designee and a parent/guardian may, if the party initiating the hearing so chooses, agree to meet informally to resolve any issue(s) relating to the identification, assessment, education and placement, or provision of FAPE for a student with disabilities. The Superintendent or designee shall have the authority to resolve the issue(s). ~~In addition, either party may file a request with the Superintendent of Public Instruction for a mediation conference to be conducted by a person under contract with the California Department of Education.~~ (Education Code 56502)

In addition, either party may file a request with the ~~Superintendent of Public Instruction~~ **state Office of Administrative Hearings** for a mediation conference ~~to be conducted by a person under contract with the California Department of Education~~. **(Education Code 56500.3)**

If resolution is reached that resolves the due process issue(s), the parties shall enter into a legally binding agreement that satisfies the requirements of Education Code 56500.3. (Education Code 56500.3)

Attorneys may attend or otherwise participate only in those mediation conferences that are scheduled after the filing of a request for due process hearing. (Education Code 56500.3, 56501)

State Compliance Complaints

Note: 5 CCR 3200-3205, as added by Register 2020, No. 21, require complaints alleging violation of federal or state law or regulation related to the provision of FAPE to students with disabilities to be submitted to CDE rather than being addressed through the district's uniform complaint procedures as described in BP/AR 1312.3 - Uniform Complaint Procedures. State compliance complaints differ from the due process complaints described above and are investigated and resolved by CDE.

Pursuant to 34 CFR 300.152, if a written complaint is the subject of both a state compliance complaint and a due process complaint, or contains multiple issues which include one or more issues that are a

PROCEDURAL SAFEGUARDS AND COMPLAINTS FOR SPECIAL EDUCATION (continued)

part of a due process hearing, CDE must set aside any part of the state compliance complaint that is being addressed in the due process hearing until the conclusion of the hearing.

Any individual, including a person's duly authorized representative or an interested third party, public agency, or organization may file with the California Department of Education (CDE) a written and signed statement alleging that, within the previous year, any of the following occurred: (5 CCR 3200, 3201)

1. The district violated Part B of the Individuals with Disabilities Education Act (20 USC 1411-1419) and its implementing regulations (34 CFR 300.1-300.818).

2. The district violated Part 30 of the Education Code (Education Code 56000-56865) and 5 CCR 3200-3205.

3. The district violated the terms of a settlement agreement related to the provision of FAPE, excluding any allegation related to an attorney fees provision in a settlement agreement.

4. The district failed or refused to implement a due process hearing order to which the district is subject.

5. Physical safety concerns interfered with the provision of FAPE.

The complaint shall include: (5 CCR 3202; 34 CFR 300.153)

1. A statement that the district has violated or failed to comply with any provision set forth in 5 CCR 3201

2. The facts on which the statement is based

3. The signature and contact information for the complainant

4. If alleging violations with respect to a specific student, the student's name and address (or other available contact information for a homeless student), the name of the school that the student is attending, a description of the nature of the student's problem and facts related to the problem, and a proposed resolution of the problem to the extent known and available to the party at the time the complaint is filed

The complainant shall forward a copy of the complaint to the Superintendent or designee at the same time the complaint is filed with CDE. (5 CCR 3202)

Note: Pursuant to 5 CCR 3203 and 34 CFR 300.152, CDE must complete its investigation of the state compliance complaint within 60 calendar days. This time limit may be extended only if (1) exceptional circumstances exist with respect to the particular complaint or (2) the complainant and the district agree to extend the time to engage in mediation. Within 30 days of the issuance of the investigation report, either the district or the complainant may request reconsideration of the decision. Within 60 days of receiving the request for reconsideration, CDE must respond in writing to the parties by either denying the request for reconsideration or modifying the investigative report.

Within 30 days of the date of CDE's investigation report, the district or complainant may request reconsideration of the decision in accordance with 5 CCR 3204. Pending CDE's response, any corrective actions set forth in the report shall remain in effect and enforceable, unless stayed by a court. (5 CCR 3204)

(11/06 3/09) 7/20

Policy Reference UPDATE Service
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Regulation 6159.1: Procedural Safeguards And Complaints For Special Education

Status: ADOPTED

Original Adopted Date: 07/11/2019 | **Last Reviewed Date:** 07/11/2019

Prior Written Notice

The Superintendent or designee shall send to the parents/guardians of any student with disabilities a prior written notice within a reasonable time: (20 USC 1415(c); 34 CFR 300.102, 300.300, 300.503; Education Code 56500.4, 56500.5)

1. Before the district initially refers the student for assessment
2. Before the district proposes to initiate or change the student's identification, assessment, educational placement, or the provision of a free appropriate public education (FAPE) to the student
3. Before the district refuses to initiate or change the student's identification, assessment, or educational placement or the provision of FAPE to the student
4. Upon receipt of the parent/guardian's written revocation of consent for the continued provision of special education and related services to his/her child

This notice shall include: (20 USC 1415(c); 34 CFR 300.503; Education Code 56500.4)

1. A description of the action proposed or refused by the district
2. An explanation as to why the district proposes or refuses to take the action
3. A description of each assessment procedure, test, record, or report the district used as a basis for the proposed or refused action
4. A statement that the parents/guardians of the student have protection under procedural safeguards and, if this notice is not an initial referral for assessment, the means by which a copy of the description of procedural safeguards can be obtained
5. Sources for parents/guardians to obtain assistance in understanding these provisions
6. A description of any other options that the individualized education program (IEP) team considered and why those options were rejected
7. A description of any other factors relevant to the district's proposal or refusal

Procedural Safeguards Notice

A procedural safeguards notice shall be made available to parents/guardians of students with disabilities once each school year and: (20 USC 1415(d)(1); 34 CFR 300.504; Education Code 56301)

1. Upon initial referral or parent/guardian request for assessment
2. Upon receipt of the first state compliance complaint in a school year
3. Upon receipt of the first due process hearing request in a school year
4. In accordance with the discipline procedures pursuant to 34 CFR 300.530(h), when a decision is made to remove a student because of a violation of a code of conduct constituting a change of placement
5. Upon request by a parent/guardian

The procedural safeguards notice shall include a full explanation of all of the procedural safeguards available under 34 CFR 300.148, 300.151-300.153, 300.300, 300.502-300.503, 300.505-300.518, 300.520, 300.530-300.536, and 300.610-300.625 relating to: (20 USC 1415(d)(2); 34 CFR 300.504; Education Code 56301)

1. Independent educational evaluation

2. Prior written notice

3. Parental consent, including a parent/guardian's right to revoke consent, in writing, to his/her child's continued receipt of special education and related services

4. Access to educational records

5. Opportunity to present complaints and resolve complaints through the due process complaint and state compliance complaint procedures, including the time period in which to file a complaint, the opportunity for the district to resolve the complaint, and the difference between a due process complaint and the state compliance complaint procedures, including the jurisdiction of each procedure, what issues may be raised, filing and decisional timelines, and relevant procedures

6. The availability of mediation

7. The student's placement during the pendency of any due process complaint

8. Procedures for students who are subject to placement in an interim alternative educational setting

9. Requirements for unilateral placement by parents/guardians of students in private schools at public expense

10. Hearings on due process complaints, including requirements for disclosure of assessment results and recommendations

11. State-level appeals

12. Civil actions, including the time period in which to file those actions

13. Attorney's fees

This notice shall also include the rights and procedures contained in Education Code 56500-56509, including information on the procedures for requesting an informal meeting, prehearing mediation conference, mediation conference, or due process hearing; the timelines for completing each process; whether the process is optional; the type of representative who may be invited to participate; the right of the parent/guardian and/or the district to electronically record the proceedings of IEP meetings in accordance with Education Code 56341; and information regarding the state special schools for students who are deaf, hard of hearing, blind, visually impaired, or deaf-blind. (Education Code 56321, 56321.5, 56321.6)

A copy of this notice shall be attached to the student's assessment plan and referred to at each IEP meeting. (Education Code 56321, 56321.5)

Format of Parent/Guardian Notices

The parents/guardians of a student with a disability shall be provided written notice of their rights in a language easily understood by the general public and in their native language or other mode of communication used by them, unless to do so is clearly not feasible. (34 CFR 300.503; Education Code 56341, 56506)

If the native language or other mode of communication of the parent/guardian is not a written language, the district shall take steps to ensure that: (34 CFR 300.503)

1. The notice is translated orally or by other means to the parent/guardian in his/her native language or other mode of communication.

2. The parent/guardian understands the contents of the notice.

3. There is written evidence that items #1 and #2 have been satisfied.

The district may place a copy of the procedural safeguards notice on the district's web site. (20 USC 1415(d))

A parent/guardian of a student with disabilities may elect to receive the prior written notice or procedural safeguards notice by an electronic mail communication. (34 CFR 300.505)

Due Process Complaints

A parent/guardian and/or the district may initiate due process hearing procedures whenever: (20 USC 1415(b); Education Code 56501)

1. There is a proposal to initiate or change the student's identification, assessment, or educational placement or the provision of FAPE to the student.

2. There is a refusal to initiate or change the student's identification, assessment, or educational placement or the provision of FAPE to the student.

3. The parent/guardian refuses to consent to an assessment of his/her child.

4. There is a disagreement between a parent/guardian and the district regarding the availability of a program appropriate for the student, including the question of financial responsibility, as specified in 34 CFR 300.148.

Prior to having a due process hearing, the party requesting the hearing, or the party's attorney, shall provide the opposing party a due process complaint, which shall remain confidential, specifying: (20 USC 1415(b); 34 CFR 300.508; Education Code 56502)

1. The student's name

2. The student's address or, in the case of a student identified as homeless pursuant to 42 USC 11434, available contact information for that student

3. The name of the school the student attends

4. A description of the nature of the student's problem relating to the proposed or refused initiation or change, including facts relating to the problem

5. A proposed resolution to the problem to the extent known and available to the complaining party at the time

Parties filing a due process complaint shall file their request with the Superintendent of Public Instruction or designated contracted agency. (Education Code 56502)

District's Response to Due Process Complaints

If the district has sent prior written notice to the parent/guardian regarding the subject matter of the parent/guardian's due process complaint, the district shall, within 10 days of receipt of the complaint, send a response specifically addressing the issues in the complaint. (20 USC 1415(c)(1); 34 CFR 300.508)

If the district has not sent a prior written notice to the parent/guardian regarding the subject matter contained in the parent/guardian's due process complaint, the district shall send a response to the parent/guardian within 10 days of receipt of the complaint containing: (20 USC 1415(c)(1); 34 CFR 300.508):

1. An explanation of why the district proposed or refused to take the action raised in the complaint

2. A description of other options that the IEP team considered and the reasons that those options were rejected

3. A description of each evaluation procedure, assessment, record, or report the district used as the basis for the proposed or refused action

4. A description of the factors that are relevant to the district's proposal or refusal

Upon the filing of a due process complaint by either party or upon request of the parent/guardian, the district shall inform the parent/guardian of any free or low-cost legal and other relevant services available in the area. (34 CFR 300.507)

Informal Process/Pre-Hearing Mediation Conference

Prior to or upon initiating a due process hearing, the Superintendent or designee and a parent/guardian may, if the party initiating the hearing so chooses, agree to meet informally to resolve any issue(s) relating to the identification, assessment, education and placement, or provision of FAPE for a student with disabilities. The Superintendent or

designee shall have the authority to resolve the issue(s). In addition, either party may file a request with the Superintendent of Public Instruction for a mediation conference to be conducted by a person under contract with the California Department of Education. (Education Code 56502)

If resolution is reached that resolves the due process issue(s), the parties shall enter into a legally binding agreement that satisfies the requirements of Education Code 56500.3. (Education Code 56500.3)

Attorneys may attend or otherwise participate only in those mediation conferences that are scheduled after the filing of a request for due process hearing. (Education Code 56500.3, 56501)

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

State References	Description
5 CCR 3000-3100	Regulations governing special education
5 CCR 4600-4670	Uniform complaint procedures
Ed. Code 56000	Special education; legislative findings and declarations
Ed. Code 56001	Provision of the special education programs
Ed. Code 56020-56035	Definitions
Ed. Code 56195.7	Written agreements
Ed. Code 56195.8	Adoption of policies
Ed. Code 56300-56385	Identification and referral, assessment
Ed. Code 56360-56369	Implementation of special education
Ed. Code 56440-56447.1	Programs for individuals between the ages of three and five years
Ed. Code 56500-56509	Procedural safeguards
Ed. Code 56600-56606	Evaluation, audits and information

Federal References	Description
20 USC 1232g	Family Educational Rights and Privacy Act (FERPA) of 1974
20 USC 1400-1482	Individuals with Disabilities Education Act
29 USC 794	Rehabilitation Act of 1973, Section 504
34 CFR 104.36	Procedural safeguards
34 CFR 300.1-300.818	Assistance to states for the education of students with disabilities
34 CFR 300.500-300.520	Procedural safeguards and due process for parents and students
34 CFR 99.10-99.22	Inspection, review and procedures for amending education records
42 USC 11434	Homeless assistance

Management Resources References	Description
Court Decision	Winkelman v. Parma City School District, (2007) 550 U.S. 516
Federal Register	Final Regulations, December 1, 2008, Vol. 73, No. 231, pages 73006-73029
Website	California Department of Education, Special Education
Website	U.S. Department of Education, Office of Special Education Programs

Cross References	Description
0430	Comprehensive Local Plan For Special Education
0430	Comprehensive Local Plan For Special Education

0470	COVID-19 Mitigation Plan
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3-E(1)	Uniform Complaint Procedures
1312.3-E(2)	Uniform Complaint Procedures
5125	Student Records
5125	Student Records
5144.2	Suspension And Expulsion/Due Process (Students With Disabilities)
5145.6	Parental Notifications
6159	Individualized Education Program
6159	Individualized Education Program
6159.2	Nonpublic, Nonsectarian School And Agency Services For Special Education
6159.2	Nonpublic, Nonsectarian School And Agency Services For Special Education
6159.3	Appointment Of Surrogate Parent For Special Education Students
6159.3	Appointment Of Surrogate Parent For Special Education Students
6159.4	Behavioral Interventions For Special Education Students
6164.4	Identification And Evaluation Of Individuals For Special Education
6164.4	Identification And Evaluation Of Individuals For Special Education
6164.41	Children With Disabilities Enrolled By Their Parents In Private School
6164.41	Children With Disabilities Enrolled By Their Parents In Private School
6164.6	Identification And Education Under Section 504
6164.6	Identification And Education Under Section 504
6173	Education For Homeless Children
6173	Education For Homeless Children
9000-B	Role Of The Board
9200-B	Limits Of Board Member Authority

NONPUBLIC, NONSECTARIAN SCHOOL AND AGENCY SERVICES FOR SPECIAL EDUCATION

Note: Education Code 56195.8 **mandates** ~~any entity providing special education~~ **districts** to adopt **policies for the special education programs and services they operate, including nonpublic, nonsectarian services provided** ~~a policy related to its authority to enter into a contract with a nonpublic, nonsectarian school or agency for the provision of education and/or special services~~ to students with disabilities when no appropriate public education program is available to meet ~~the students'~~ **their** special education needs. **The nonpublic, nonsectarian school or agency (NPS/A) must be certified as meeting state standards pursuant to Education Code 56366 and 56366.1.**

The following policy and accompanying regulation should be revised to comply with the policies and regulations of the Special Education Local Plan Area in which the district operates.

The Governing Board recognizes its responsibility to provide ~~all district students, including~~ ~~students with disabilities,~~ a free appropriate public education **to students with disabilities** in accordance with law. When the district is unable to provide direct special education and/or related services to students with disabilities, the Board may enter into a contract with a nonpublic, nonsectarian school or agency **(NPS/A)** to meet ~~the students'~~ **student** needs **consistent with the comprehensive local plan of the Special Education Local Plan Area**.

(cf. 0430 - Comprehensive Local Plan for Special Education)
~~*(cf. 1312.3 - Uniform Complaint Procedures)*~~
~~*(cf. 3541.2 - Transportation for Students with Disabilities)*~~
~~*(cf. 4112.23 - Special Education Staff)*~~
~~*(cf. 6146.4 - Differential Graduation and Competency Standards for Students with Disabilities)*~~
(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)

~~In selecting nonpublic, nonsectarian schools or agencies with which the district may contract for the placement of any district student with disabilities, the Superintendent or designee shall follow the procedures specified in law and accompanying administrative regulation~~.

Note: Pursuant to Education Code 56366 and 56366.1, a district contracting with an NPS/A must verify that the NPS/A meets certification requirements. 5 CCR 3067 allows the district to request, in writing, that the California Department of Education review the certification status of an NPS/A.

Beginning in the 2020-21 school year, Education Code 56366.1, as amended by AB 1172 (Ch. 454, Statutes of 2019), also requires districts to verify that the NPS/A provides staff training in the use of evidence-based practices and interventions specific to the unique behavioral needs of the NPS/A's student population.

Prior to entering into a contract to place any student in ~~a nonpublic, nonsectarian school or agency~~ **an NPS/A**, the Superintendent or designee shall verify that the school or agency is certified to provide special education and related services to individuals with disabilities **and**

complies with staff training requirements in accordance with Education Code 56366 **and 56366.1**. In addition, the Superintendent or designee shall monitor, on an ongoing basis, the certification of any ~~nonpublic, nonsectarian school~~ **NPS/A** with which the district has a contract to ensure that the ~~school or agency's~~ certification has not expired.

~~Note: Education Code 56195.8 **mandates** that the policy adopted by the entity providing special education include the following paragraph. Education Code 56342.1, as amended by SB 121 (Ch. 571, Statutes of 2012), prohibits a student's referral to, or placement in, a nonpublic, nonsectarian school unless the student's individualized education program team specifies that the placement is appropriate.~~

No district student shall be placed in ~~a nonpublic, nonsectarian school or agency~~ **an NPS/A** unless the student's individualized education program (IEP) team has determined that an appropriate public education alternative does not exist and that the ~~nonpublic, nonsectarian school or agency~~ placement is appropriate for the student. ~~In accordance with law, any student with disabilities placed in a nonpublic, nonsectarian school or agency shall have all the rights and protections to which students with disabilities are generally entitled, including, but not limited to, the procedural safeguards, due process rights, and periodic review of his/her IEP.~~ (Education Code ~~56195.8,~~ 56342.1)

(cf. 6159 - Individualized Education Program)
~~*(cf. 6159.1 - Procedural Safeguards and Complaints for Special Education)*~~
~~*(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)*~~

Note: Pursuant to Education Code 56365, students enrolled in an NPS/A are deemed to be enrolled in public schools for state apportionment purposes. Districts then pay to the NPS/A the full amount of the school tuition or, as amended by AB 1172, the agency fees for participating students.

The district shall pay to the NPS/A the full amount of the tuition or fees, as applicable, for students with disabilities who are enrolled in programs or receiving services provided by the NPS/A. (Education Code 56365)

In accordance with law, any student with disabilities placed in ~~a nonpublic, nonsectarian school or agency~~ **an NPS/A** shall have all the rights and protections to which students with disabilities are generally entitled, including, but not limited to, ~~the~~ procedural safeguards, due process rights, and periodic review of ~~his/her~~ **the student's** IEP.

(cf. 6159.1 - Procedural Safeguards and Complaints for Special Education)

During the period when any student with disabilities is placed in ~~a nonpublic, nonsectarian school or agency~~ **an NPS/A**, the student's IEP team shall retain responsibility for monitoring the student's progress towards meeting the goals identified in ~~his/her~~ **the** IEP.

Note: The following **optional** paragraph may be modified to reflect district practice.

NONPUBLIC, NONSECTARIAN SCHOOL AND AGENCY SERVICES FOR SPECIAL EDUCATION (continued)

The Superintendent or designee shall notify the Board prior to approving an out-of-state placement for any district student.

~~In accordance with Education Code 56366.2, t~~The Superintendent or designee may apply to the Superintendent of Public Instruction to waive any of the requirements of Education Code 56365, 56366, ~~56366.3,~~ and 56366.6. **(Education Code 56366.2)**

(cf. 1431 - Waivers)

Legal Reference: (see next page)

BP 6159.2(d)

NONPUBLIC, NONSECTARIAN SCHOOL AND AGENCY SERVICES FOR SPECIAL EDUCATION (continued)

Legal Reference:

EDUCATION CODE

56034-56035 Definitions of nonpublic, nonsectarian school and agency
56042 Placement not to be recommended by attorney with conflict of interest
56101 Waivers
56163 Certification

56168 Responsibility for education of student in hospital or health facility school
56195.8 Adoption of policies
56342.1 Individualized education program; placement
56360-56369 Implementation of special education
56711 Computation of state aid
56740-56743 Apportionments and reports
56760 Annual budget plan; service proportions
56775.5 Reimbursement of assessment and identification costs
56836.20-56836.21 Special education funding; SELPA contracts with nonpublic nonsectarian schools
FAMILY CODE
7911-7912 Interstate compact on placement of children
GOVERNMENT CODE
7570-7587 Interagency responsibilities for providing services to disabled children; especially:
7572.55 Seriously emotionally disturbed child; out-of-state placement
WELFARE AND INSTITUTIONS CODE
362.2 Out-of-home placement for IEP
727.1 Out-of-state placement of wards of court
CODE OF REGULATIONS, TITLE 5
3001 Definitions
3051-3051.24 Special education; standards for related services and staff qualifications
3060-3070 Nonpublic, nonsectarian school and agency services
UNITED STATES CODE, TITLE 20
1400-1487 Individuals with Disabilities Education Act
CODE OF FEDERAL REGULATIONS, TITLE 34
300.129-300.148 Children with disabilities in private schools
COURT DECISIONS
Agostini v. Felton, (1997) 521 U.S. 203, 117 S.Ct. 1997

Management Resources:
~~*FEDERAL REGISTER*~~
~~*Rules and Regulations, August 14, 2006, Vol. 71, Number 156, pages 46539-46845*~~
WEB SITES
California Department of Education: http://www.cde.ca.gov
U.S. Department of Education, Office of Special Education and Rehabilitative Services: http://www.ed.gov/about/offices/list/osers

(6/99 4/13) 7/20

Policy Reference UPDATE Service
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Board Policy Manual
San Ysidro School District

Policy 6159.2: Nonpublic, Nonsectarian School And Agency Services For Special Education

Status: ADOPTED

Original Adopted Date: 07/11/2019 | **Last Reviewed Date:** 07/11/2019

The Board of Education recognizes its responsibility to provide all district students, including students with disabilities, a free appropriate public education in accordance with law. When the district is unable to provide direct special education and/or related services to students with disabilities, the Board may enter into a contract with a nonpublic, nonsectarian school or agency to meet the students' needs.

In selecting nonpublic, nonsectarian schools or agencies with which the district may contract for the placement of any district student with disabilities, the Superintendent or designee shall follow the procedures specified in law and accompanying administrative regulation.

Prior to entering into a contract to place any student in a nonpublic, nonsectarian school or agency, the Superintendent or designee shall verify that the school or agency is certified to provide special education and related services to individuals with disabilities in accordance with Education Code 56366. In addition, the Superintendent or designee shall monitor, on an ongoing basis, the certification of any nonpublic, nonsectarian school with which the district has a contract to ensure that the school or agency's certification has not expired.

No district student shall be placed in a nonpublic, nonsectarian school or agency unless the student's individualized education program (IEP) team has determined that an appropriate public education alternative does not exist and that the nonpublic, nonsectarian school or agency placement is appropriate for the student. In accordance with law, any student with disabilities placed in a nonpublic, nonsectarian school or agency shall have all the rights and protections to which students with disabilities are generally entitled, including, but not limited to, the procedural safeguards, due process rights, and periodic review of his/her IEP. (Education Code 56195.8, 56342.1)

During the period when any student with disabilities is placed in a nonpublic, nonsectarian school or agency, the student's IEP team shall retain responsibility for monitoring the student's progress towards meeting the goals identified in his/her IEP.

The Superintendent or designee shall notify the Board prior to approving an out-of-state placement for any district student.

In accordance with Education Code 56366.2, the Superintendent or designee may apply to the Superintendent of Public Instruction to waive any of the requirements of Education Code 56365, 56366, 56366.3, and 56366.6.

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

State References	Description
5 CCR 3001	Definitions
5 CCR 3060-3070	Nonpublic, nonsectarian school and agency services
Ed. Code 56034-56035	Definitions of nonpublic, nonsectarian school and agency
Ed. Code 56042	Placement not to be recommended by attorney with conflict of interest
Ed. Code 56101	Waivers
Ed. Code 56163	Certification
Ed. Code 56168	Responsibility for education of student in hospital or health facility school
Ed. Code 56195.8	Adoption of policies
Ed. Code 56342.1	Individualized education program; placement
Ed. Code 56360-56369	Implementation of special education
Ed. Code 56711	Computation of state aid
Ed. Code 56740-56743	Apportionments and reports
Ed. Code 56760	Annual budget plan; service proportions
Ed. Code 56775.5	Reimbursement of assessment and identification costs

Fam. Code 7911-7912	Interstate compact on placement of children
Gov. Code 7570-7587	Interagency responsibilities for providing services to children with disabilities
Gov. Code 7572.55	Seriously emotionally disturbed child; out-of-state placement
W&I Code 362.2	Out-of-home placement for IEP
W&I Code 727.1	Out-of-state placement of wards of court

Federal References	**Description**
20 USC 1400-1487	Individuals with Disabilities Education Act
34 CFR 300.129-300.148	Children with disabilities in private schools

Management Resources References	**Description**
Court Decision	Agostini v. Felton, (1997) 521 U.S. 203, 117 S.Ct. 1997
Federal Register	Rules and Regulations, August 14, 2006, Vol. 71, Number 156, pages 46539-46845
Website	U.S. Department of Education, Office of Special Education and Rehabilitative Services
Website	California Department of Education

Cross References	**Description**
0430	Comprehensive Local Plan For Special Education
0430	Comprehensive Local Plan For Special Education
0500	Accountability
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3-E(1)	Uniform Complaint Procedures
1312.3-E(2)	Uniform Complaint Procedures
1431	Waivers
3541.2	Transportation For Students With Disabilities
3580	District Records
3580	District Records
4112.23	Special Education Staff
5125	Student Records
5125	Student Records
6159	Individualized Education Program
6159	Individualized Education Program
6159.1	Procedural Safeguards And Complaints For Special Education
6159.1	Procedural Safeguards And Complaints For Special Education
6159.3	Appointment Of Surrogate Parent For Special Education Students
6159.3	Appointment Of Surrogate Parent For Special Education Students
6162.51	State Academic Achievement Tests
6162.51	State Academic Achievement Tests
6164.4	Identification And Evaluation Of Individuals For Special Education
6164.4	Identification And Evaluation Of Individuals For Special Education

6173.1 Education For Foster Youth
6173.1 Education For Foster Youth

CSBA Sample REVISED
Administrative Regulation

Instruction AR 6159.2(a)

NONPUBLIC, NONSECTARIAN SCHOOL AND AGENCY SERVICES FOR SPECIAL EDUCATION

Note: The following administrative regulation ~~is optional and~~ may be revised to reflect district practice **and the procedures of the Special Education Local Plan Area in which the district participates**. ~~It contains procedures for implementing policy mandated for entities that contract with nonpublic, nonsectarian schools or agencies for the provision of special education services to students with disabilities when no appropriate public education program is available to meet those students' special education needs.~~

Master Contract

Note: Education Code 56366 ~~and 56366.3~~ detail**s** the provisions that must be included in a master contract with nonpublic, nonsectarian schools or agencies **(NPS/As)** for the purpose of special education services.

Every master contract ~~with~~ **between the district and** a nonpublic, nonsectarian school or agency **(NPS/A)** ~~shall be made on forms provided by the California Department of Education and shall include an individual services agreement negotiated for each student. Each master contract~~ shall specify the general administrative and financial agreements for providing ~~the~~ special education and designated instruction and services.~~,~~ ~~including~~ **The master contract shall be for a term not to exceed one year and shall be renegotiated prior to June 30. Provisions of the contract shall include, but not be limited to: (Education Code 56366; 5 CCR 3062)**

1. **S**student-teacher ratios~~, as well as~~

2. **T**transportation ~~if~~ specified in a student's individualized education program (IEP)~~. The administrative provisions of the contract shall include~~

(cf. 3541.2 - Transportation for Students with Disabilities)

The contract shall not include special education transportation provided through the use of services or equipment owned, leased, or contracted by the district for students enrolled in the NPS/A unless provided directly or subcontracted by that NPS/A.

3. **P**procedures for recordkeeping and documentation~~, and~~

4. **T**~~t~~he maintenance of school records by the district to ensure that appropriate high school graduation credit is received by any participating student~~.~~

(cf. 3580 - District Records)
(cf. 5125 - Student Records)
(cf. 6146.1 - High School Graduation Requirements)

AR 6159.2(b)

NONPUBLIC, NONSECTARIAN SCHOOL AND AGENCY SERVICES FOR SPECIAL EDUCATION (continued)

5. **An individual services agreement for each student, which will be negotiated for the length of time for which NPS/A special education and designated instruction and services are specified in the student's IEP**

6. A description of the process to be utilized by the district to oversee and evaluate placements in ~~nonpublic, nonsectarian schools. This description shall include~~ **the NPS/A, including** a method for evaluating whether each student is making appropriate educational progress~~.~~

7. **Procedures and responsibilities for attendance and unexcused absences**

8. **General provisions related to modifications and amendments to the contract, waivers, disputes, contractor's status, conflicts of interest, termination, inspection and audits, compliance with applicable state and federal laws and regulations, and indemnification and insurance requirements**

9. **Payment schedules, including, but not limited to, payment amounts, payment demand, right to withhold, and audit exceptions**

The contract may allow for partial or full-time attendance at the ~~nonpublic, nonsectarian school~~ **NPS/A**. (Education Code 56366)

~~*(cf. 3541.2 - Transportation for Students with Disabilities)*~~
~~*(cf. 3580 - District Records)*~~
~~*(cf. 5125 - Student Records)*~~
~~*(cf. 6146.1 - High School Graduation Requirements)*~~

~~Note: The nonpublic school or agency must be certified as meeting state standards pursuant to Education Code 56366. Contracts may be terminated for cause with 20 days' notice; however, the availability of a public education program initiated during the period of the contract cannot give cause for termination unless the parent/guardian agrees to transfer the student to the program.~~

~~The master contract shall include a description of the process to be utilized by the district to oversee and evaluate placements in nonpublic, nonsectarian schools. This description shall include a method for evaluating whether each student is making appropriate educational progress. (Education Code 56366)~~

With mutual agreement of the district and ~~a nonpublic, nonsectarian school or agency~~ **NPS/A**, changes may be made to the administrative and financial agreements in the master contract at any time, provided the change does not alter a student's educational instruction, services, or placement as outlined in ~~his/her~~ **the student's** individual services agreement. (Education Code 56366)

NONPUBLIC, NONSECTARIAN SCHOOL AND AGENCY SERVICES FOR SPECIAL EDUCATION (continued)

The master contract or individual services agreement may be terminated for cause if either party gives 20 days' notice. However, the availability of a public education program initiated during the period of the contract shall not give cause for termination unless the parent/guardian agrees to transfer the student to the program. (Education Code 56366)

Placement and Services

~~Note: In addition to the master contract with a nonpublic, nonsectarian school or agency, Education Code 56366 requires that an individual services agreement as specified in the following section be in place for any student with a disability to be served by any such nonpublic school or agency. Education Code 56342.1, as amended by SB 121 (Ch. 571, Statutes of 2012), prohibits a student's referral to, or placement in, a nonpublic, nonsectarian school unless the student's individualized education program team specifies that the placement is appropriate.~~

For ~~each~~ **any** student to be placed in an NPS/A, t~~T~~he Superintendent or designee shall develop an individual services agreement ~~for each student to be placed in~~ ~~a nonpublic, nonsectarian school or agency~~ based on the student's IEP. Each individual services agreement shall specify the length of time authorized in the student's IEP for the ~~nonpublic, nonsectarian school~~ **NPS/A** services, not to exceed one year. Changes in a student's educational instruction, services, or placement shall be made only on the basis of revisions to the student's IEP. (Education Code 56366)

(cf. 6159 - Individualized Education Program)

~~The IEP team of a student placed in a nonpublic, nonsectarian school or agency shall annually review the student's IEP. The student's IEP and individual services agreement shall specify the review schedules. (5 CCR 3069)~~

At least once each year, the district shall: (Education Code 56366)

Note: Pursuant to Education Code 56366, each student placed in an NPS/A will be administered the California Assessment of Student Performance and Progress by NPS/A staff who have attended the regular testing training sessions provided by the district or another local educational agency. Student assessment results are reported in accordance with the state's alternative accountability system (Dashboard Alternative School Status). See BP 0500 - Accountability.

1. Evaluate the educational progress of each student placed in an NPS/A, including a review of state assessment results

2. During the annual meeting held to review the student's IEP pursuant to Education Code 56343, consider whether the student's needs continue to be best met at the NPS/A and whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting

Note: The following paragraph is for use by elementary school districts.

Prior to the annual review of a student's IEP, the Superintendent or designee shall notify any high school district to which the student may transfer of the student's enrollment in ~~a nonpublic, nonsectarian school or agency~~ **an NPS/A**. (5 CCR 3069)

When a special education student meets the district requirements for completion of **the** prescribed course of study as designated in the student's IEP, the district shall award the student a diploma of graduation. (5 CCR 3070)

(cf. 6146.4 - Differential Graduation and Competency Standards for Individuals with Exceptional Needs)

Out-of-State Placements

Note: Government Code 7572.55 and Welfare and Institutions Code 362.2 and 727.1 address the out-of-state placement of children who are seriously emotionally disturbed and/or wards of the court. Such placements may be made only after in-state alternatives have been considered and found not to meet the child's needs.

Before contracting with ~~a nonpublic, nonsectarian school or agency~~ **an NPS/A** outside California, the Superintendent or designee shall document the district's efforts to **use public schools and/or to** find an appropriate program offered by ~~a nonpublic, nonsectarian school or agency~~ **an NPS/A** within California. (Education Code 56365)

Within 15 days of any decision for an out-of-state placement, the student's IEP team shall submit to the Superintendent of Public Instruction a report with information about the services provided by the out-of-state program, the ~~related~~ costs **of the special education and related services provided**, and the district's efforts to locate an appropriate public school or ~~nonpublic, nonsectarian school or agency~~ **NPS/A** within California. (Education Code 56365)

If the district decides to place a student with ~~a nonpublic, nonsectarian school or agency~~ **an NPS/A** outside the state, the district shall indicate the anticipated date of the student's return to a placement within California and shall document efforts during the previous year to return the student to California. (Education Code 56365)

On-Site Visits

Note: Beginning with the 2020-21 school year, Education Code 56366.1, as amended by AB 1172 (Ch. 454, Statutes of 2019), requires a district that enters into a master contract with an NPS/A to conduct on-site visits to the NPS/A as described in the following section. Findings from the monitoring visit must be reported to CDE using criteria published by CDE.

NONPUBLIC, NONSECTARIAN SCHOOL AND AGENCY SERVICES FOR SPECIAL EDUCATION (continued)

The Superintendent or designee shall conduct an on-site visit to an NPS/A before the placement of a student at the school or agency, if the district does not have any other students currently enrolled at the NPS/A. (Education Code 56366.1)

At least once per year, the Superintendent or designee shall conduct an on-site monitoring visit to each NPS/A at which the district has a student attending and with which it maintains a master contract. The monitoring visit shall include, but is not limited to: (Education Code 56366.1)

1. A review of services provided to the student through the individual services agreement

2. A review of progress the student is making toward the goals set forth in the student's IEP

3. A review of progress the student is making toward the goals set forth in the student's behavioral intervention plan, if applicable

4. An observation of the student during instruction

5. A walkthrough of the facility

The district shall report the findings resulting from the monitoring visit to CDE within 60 calendar days of the on-site visit. (Education Code 56366.1)

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Status: ADOPTED

Original Adopted Date: 07/11/2019 | **Last Reviewed Date:** 07/11/2019

Master Contract

Every master contract with a nonpublic, nonsectarian school or agency shall be made on forms provided by the California Department of Education and shall include an individual services agreement negotiated for each student.

Each master contract shall specify the general administrative and financial agreements for providing the special education and designated instruction and services, including student-teacher ratios, as well as transportation if specified in a student's individualized education program (IEP). The administrative provisions of the contract shall include procedures for recordkeeping and documentation, and the maintenance of school records by the district to ensure that appropriate high school graduation credit is received by any participating student. The contract may allow for partial or full-time attendance at the nonpublic, nonsectarian school. (Education Code 56366)

The master contract shall include a description of the process to be utilized by the district to oversee and evaluate placements in nonpublic, nonsectarian schools. This description shall include a method for evaluating whether each student is making appropriate educational progress. (Education Code 56366)

Placement and Services

The Superintendent or designee shall develop an individual services agreement for each student to be placed in a nonpublic, nonsectarian school or agency based on the student's IEP. Each individual services agreement shall specify the length of time authorized in the student's IEP for the nonpublic, nonsectarian school services, not to exceed one year. Changes in a student's educational instruction, services, or placement shall be made only on the basis of revisions to the student's IEP. (Education Code 56366)

The IEP team of a student placed in a nonpublic, nonsectarian school or agency shall annually review the student's IEP. The student's IEP and individual services agreement shall specify the review schedules. (5 CCR 3069)

Prior to the annual review of a student's IEP, the Superintendent or designee shall notify any high school district to which the student may transfer of the student's enrollment in a nonpublic, nonsectarian school or agency. (5 CCR 3069)

Out-of-State Placements

Before contracting with a nonpublic, nonsectarian school or agency outside California, the Superintendent or designee shall document the district's efforts to find an appropriate program offered by a nonpublic, nonsectarian school or agency within California. (Education Code 56365)

Within 15 days of any decision for an out-of-state placement, the student's IEP team shall submit to the Superintendent of Public Instruction a report with information about the services provided by the out-of-state program, the related costs, and the district's efforts to locate an appropriate public school or nonpublic, nonsectarian school or agency within California. (Education Code 56365)

If the district decides to place a student with a nonpublic, nonsectarian school or agency outside the state, the district shall indicate the anticipated date of the student's return to a placement within California and shall document efforts during the previous year to return the student to California. (Education Code 56365)

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1312.3-E(1)	Uniform Complaint Procedures
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3580	District Records
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5125	Student Records

6159	Individualized Education Program
6159	Individualized Education Program
6159.1	Procedural Safeguards And Complaints For Special Education
6159.1	Procedural Safeguards And Complaints For Special Education
6159.3	Appointment Of Surrogate Parent For Special Education Students
6159.3	Appointment Of Surrogate Parent For Special Education Students
6162.51	State Academic Achievement Tests
6162.51	State Academic Achievement Tests
6164.4	Identification And Evaluation Of Individuals For Special Education
6164.4	Identification And Evaluation Of Individuals For Special Education
6173.1	Education For Foster Youth
6173.1	Education For Foster Youth

Policy 6161.1: Selection And Evaluation Of Instructional Materials

Status: ADOPTED

Original Adopted Date: 07/11/2019 | **Last Reviewed Date:** 07/11/2019

The Board of Education desires that district instructional materials, as a whole, present a broad spectrum of knowledge and viewpoints, reflect society's diversity, and enhance the use of multiple teaching strategies and technologies. The Board shall adopt instructional materials based on a determination that such materials are an effective learning resource to help students achieve grade-level competency and that the materials meet criteria specified in law. Textbooks, technology-based materials, and other educational materials shall be aligned with academic content standards and the district's curriculum to ensure that they effectively support the district's adopted courses of study.

The Board shall select instructional materials for use in grades K-8 that have been approved by the State Board of Education (SBE) or have otherwise been determined to be aligned with the state academic content standards adopted pursuant to Education Code 60605 or the Common Core State Standards adopted pursuant to Education Code 60605.8. (Education Code 60200, 60210)

Review Process

The review process shall involve teachers in a substantial manner and shall encourage the participation of parents/guardians and community members. (Education Code 60002)

In addition, the instructional materials review committee may include administrators, other staff who have subject-matter expertise, and students as appropriate.

If the district chooses to use instructional materials for grades K-8 that have not been adopted by the SBE, the Superintendent or designee shall ensure that a majority of the participants in the district's review process are classroom teachers who are assigned to the subject area or grade level of the materials. (Education Code 60210)

Individuals who participate in the selection or review of instructional materials shall not have a conflict of interest, as defined in administrative regulation, in the materials being reviewed.

The committee shall review instructional materials using criteria provided in law and administrative regulation, and shall provide the Board with documentation supporting its recommendations.

All recommended instructional materials shall be available for public inspection at the district office.

The district may pilot instructional materials, using a representative sample of classrooms for a specified period of time during a school year, in order to determine how well the materials support the district's curricular goals and academic standards. Feedback from teachers piloting the materials shall be made available to the Board before the materials are adopted.

Public Hearing on Sufficiency of Instructional Materials

The Board shall annually conduct one or more public hearings on the sufficiency of the district's textbooks and other instructional materials. (Education Code 60119)

The hearing shall be held on or before the end of the eighth week from the first day students attend school for that year. (Education Code 60119)

The Board encourages participation by parents/guardians, teachers, interested community members, and bargaining unit leaders at the hearing. Ten days prior to the hearing, the Superintendent or designee shall post a notice in three public places within the district containing the time, place, and purpose of the hearing. The hearing shall not take place during or immediately following school hours. (Education Code 60119)

At the hearing(s), the Board shall determine, through a resolution, whether each student in each school, including each English learner, has sufficient textbooks or instructional materials which are aligned to the state content standards adopted pursuant to Education Code 60605 or the Common Core State Standards adopted pursuant to Education Code 60605.8 and which are consistent with the content and cycles of the state's curriculum frameworks. Sufficiency of instructional materials shall be determined in each of the following subjects: (Education Code 60119)

1. Mathematics

2. Science
3. History-social science
4. English language arts, including the English language development component of an adopted program
5. World/foreign language
6. Health

In making these determinations, the Board shall consider whether each student has sufficient textbooks and/or instructional materials to use in class and to take home. However, this does not require that each student have two sets of materials. The materials may be in a digital format as long as each student, at a minimum, has and can access the same materials in the class and to take home as all other students in the same class or course in the district and has the ability to use and access them at home. However, the materials shall not be considered sufficient if they are photocopied sheets from only a portion of a textbook or instructional materials copied to address a shortage. (Education Code 60119)

If the Board determines that there are insufficient textbooks or instructional materials, it shall provide information to classroom teachers and to the public setting forth, for each school in which an insufficiency exists, the percentage of students who lack sufficient standards-aligned textbooks or instructional materials in each subject area and the reasons that each student does not have sufficient textbooks or instructional materials. The Board shall take any action, except an action that would require reimbursement by the Commission of State Mandates, to ensure that each student has sufficient materials within two months of the beginning of the school year in which the determination is made. (Education Code 60119)

The degree to which every student has sufficient access to standards-aligned instructional materials shall be included in the district's local control and accountability plan. (Education Code 52060)

Complaints

Complaints concerning instructional materials shall be handled in accordance with law, Board policy, and administrative regulation.

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State References	Description
5 CCR 9505-9530	Instructional materials
Ed. Code 1240	County superintendent of schools, duties
Ed. Code 220	Prohibition of discrimination
Ed. Code 33050-33053	General waiver authority
Ed. Code 33126	School accountability report card
Ed. Code 35272	Education and athletic materials
Ed. Code 44805	Enforcement of course of studies; use of textbooks, rules and regulations
Ed. Code 49415	Maximum textbook weight
Ed. Code 51501	Nondiscriminatory subject matter
Ed. Code 52060-52077	Local control and accountability plan
Ed. Code 60000-60005	Instructional materials, legislative intent
Ed. Code 60010	Instructional materials, definition
Ed. Code 60040-60052	Requirements for instructional materials
Ed. Code 60060-60063.5	Requirements for publishers and manufacturers
Ed. Code 60070-60076	Prohibited acts (re instructional materials)

Ed. Code 60110-60115	Instructional materials on alcohol and drug education
Ed. Code 60119	Sufficiency of textbooks and instructional materials; hearing and resolution
Ed. Code 60200-60210	Elementary school materials
Ed. Code 60226	Requirements for publishers and manufacturers
Ed. Code 60350-60352	Core reading program instructional materials
Ed. Code 60400-60411	Instructional materials, high schools
Ed. Code 60510-60511	Donation for sale of obsolete instructional materials
Ed. Code 60605	State-adopted content and performance standards in core curricular areas
Ed. Code 60605.8	Common Core standards
Ed. Code 60605.86-60605.88	Supplemental instructional materials aligned with Common Core State Standards

Management Resources References	**Description**
California Department of Education Publication	Instructional Materials FAQ
California Department of Education Publication	01-05 Guidelines for Piloting Textbooks and Instructional Materials, rev. January 2015
California Department of Education Publication	Standards for Evaluating Instructional Materials for Social Content, 2013
Website	Association of American Publishers
Website	California Academic Content Standards Commission, Common Core State Standards
Website	CSBA
Website	California Department of Education

Cross References	**Description**
0400	Comprehensive Plans
0410	Nondiscrimination In District Programs And Activities
0415	Equity
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
1220	Citizen Advisory Committees
1220	Citizen Advisory Committees
1312.2	Complaints Concerning Instructional Materials
1312.2	Complaints Concerning Instructional Materials
1312.2-E(1)	Complaints Concerning Instructional Materials
1312.4	Williams Uniform Complaint Procedures
1312.4-E(1)	Williams Uniform Complaint Procedures
1312.4-E(2)	Williams Uniform Complaint Procedures
1325	Advertising And Promotion
1340	Access To District Records
1340	Access To District Records
1700	Relations Between Private Industry And The Schools
3220.1	Lottery Funds
3270	Sale And Disposal Of Books, Equipment And Supplies

3270	Sale And Disposal Of Books, Equipment And Supplies
3290	Gifts, Grants And Bequests
3311	Bids
3311	Bids
4136	Nonschool Employment
4143	Negotiations/Consultation
4236	Nonschool Employment
4243	Negotiations/Consultation
4331	Staff Development
4336	Nonschool Employment
5020	Parent Rights And Responsibilities
5020	Parent Rights And Responsibilities
6000	Concepts And Roles
6011	Academic Standards
6020	Parent Involvement
6020	Parent Involvement
6141	Curriculum Development And Evaluation
6141	Curriculum Development And Evaluation
6142.2	World Language Instruction
6142.2	World Language Instruction
6142.6	Visual And Performing Arts Education
6142.8	Comprehensive Health Education
6142.8	Comprehensive Health Education
6142.91	Reading/Language Arts Instruction
6142.92	Mathematics Instruction
6142.93	Science Instruction
6142.94	History-Social Science Instruction
6143	Courses Of Study
6143	Courses Of Study
6144	Controversial Issues
6161.11	Supplementary Instructional Materials
6161.2	Damaged Or Lost Instructional Materials
6162.5	Student Assessment
6162.6	Use Of Copyrighted Materials
6162.6	Use Of Copyrighted Materials
6163.1	Library Media Centers
6170.1	Transitional Kindergarten
6171	Title I Programs
6171	Title I Programs
6174	Education For English Learners
6174	Education For English Learners

6190	Evaluation Of The Instructional Program
9000-B	Role Of The Board
9270-B	Conflict Of Interest
9322-B	Agenda/Meeting Materials

Policy 6161.1: Selection And Evaluation Of Instructional Materials

Status: ADOPTED

Original Adopted Date: 07/11/2019 | **Last Reviewed Date:** 07/11/2019

The Board of Education desires that district instructional materials, as a whole, present a broad spectrum of knowledge and viewpoints, reflect society's diversity, and enhance the use of multiple teaching strategies and technologies. The Board shall adopt instructional materials based on a determination that such materials are an effective learning resource to help students achieve grade-level competency and that the materials meet criteria specified in law. Textbooks, technology-based materials, and other educational materials shall be aligned with academic content standards and the district's curriculum to ensure that they effectively support the district's adopted courses of study.

The Board shall select instructional materials for use in grades K-8 that have been approved by the State Board of Education (SBE) or have otherwise been determined to be aligned with the state academic content standards adopted pursuant to Education Code 60605 or the Common Core State Standards adopted pursuant to Education Code 60605.8. (Education Code 60200, 60210)

Review Process

The review process shall involve teachers in a substantial manner and shall encourage the participation of parents/guardians and community members. (Education Code 60002)

In addition, the instructional materials review committee may include administrators, other staff who have subject-matter expertise, and students as appropriate.

If the district chooses to use instructional materials for grades K-8 that have not been adopted by the SBE, the Superintendent or designee shall ensure that a majority of the participants in the district's review process are classroom teachers who are assigned to the subject area or grade level of the materials. (Education Code 60210)

Individuals who participate in the selection or review of instructional materials shall not have a conflict of interest, as defined in administrative regulation, in the materials being reviewed.

The committee shall review instructional materials using criteria provided in law and administrative regulation, and shall provide the Board with documentation supporting its recommendations.

All recommended instructional materials shall be available for public inspection at the district office.

The district may pilot instructional materials, using a representative sample of classrooms for a specified period of time during a school year, in order to determine how well the materials support the district's curricular goals and academic standards. Feedback from teachers piloting the materials shall be made available to the Board before the materials are adopted.

Public Hearing on Sufficiency of Instructional Materials

The Board shall annually conduct one or more public hearings on the sufficiency of the district's textbooks and other instructional materials. (Education Code 60119)

The hearing shall be held on or before the end of the eighth week from the first day students attend school for that year. (Education Code 60119)

The Board encourages participation by parents/guardians, teachers, interested community members, and bargaining unit leaders at the hearing. Ten days prior to the hearing, the Superintendent or designee shall post a notice in three public places within the district containing the time, place, and purpose of the hearing. The hearing shall not take place during or immediately following school hours. (Education Code 60119)

At the hearing(s), the Board shall determine, through a resolution, whether each student in each school, including each English learner, has sufficient textbooks or instructional materials which are aligned to the state content standards adopted pursuant to Education Code 60605 or the Common Core State Standards adopted pursuant to Education Code 60605.8 and which are consistent with the content and cycles of the state's curriculum frameworks. Sufficiency of instructional materials shall be determined in each of the following subjects: (Education Code 60119)

1. Mathematics

2. Science
3. History-social science
4. English language arts, including the English language development component of an adopted program
5. World/foreign language
6. Health

In making these determinations, the Board shall consider whether each student has sufficient textbooks and/or instructional materials to use in class and to take home. However, this does not require that each student have two sets of materials. The materials may be in a digital format as long as each student, at a minimum, has and can access the same materials in the class and to take home as all other students in the same class or course in the district and has the ability to use and access them at home. However, the materials shall not be considered sufficient if they are photocopied sheets from only a portion of a textbook or instructional materials copied to address a shortage. (Education Code 60119)

If the Board determines that there are insufficient textbooks or instructional materials, it shall provide information to classroom teachers and to the public setting forth, for each school in which an insufficiency exists, the percentage of students who lack sufficient standards-aligned textbooks or instructional materials in each subject area and the reasons that each student does not have sufficient textbooks or instructional materials. The Board shall take any action, except an action that would require reimbursement by the Commission of State Mandates, to ensure that each student has sufficient materials within two months of the beginning of the school year in which the determination is made. (Education Code 60119)

The degree to which every student has sufficient access to standards-aligned instructional materials shall be included in the district's local control and accountability plan. (Education Code 52060)

Complaints

Complaints concerning instructional materials shall be handled in accordance with law, Board policy, and administrative regulation.

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

State References	Description
5 CCR 9505-9530	Instructional materials
Ed. Code 1240	County superintendent of schools, duties
Ed. Code 220	Prohibition of discrimination
Ed. Code 33050-33053	General waiver authority
Ed. Code 33126	School accountability report card
Ed. Code 35272	Education and athletic materials
Ed. Code 44805	Enforcement of course of studies; use of textbooks, rules and regulations
Ed. Code 49415	Maximum textbook weight
Ed. Code 51501	Nondiscriminatory subject matter
Ed. Code 52060-52077	Local control and accountability plan
Ed. Code 60000-60005	Instructional materials, legislative intent
Ed. Code 60010	Instructional materials, definition
Ed. Code 60040-60052	Requirements for instructional materials
Ed. Code 60060-60063.5	Requirements for publishers and manufacturers
Ed. Code 60070-60076	Prohibited acts (re instructional materials)

Ed. Code 60110-60115	Instructional materials on alcohol and drug education
Ed. Code 60119	Sufficiency of textbooks and instructional materials; hearing and resolution
Ed. Code 60200-60210	Elementary school materials
Ed. Code 60226	Requirements for publishers and manufacturers
Ed. Code 60350-60352	Core reading program instructional materials
Ed. Code 60400-60411	Instructional materials, high schools
Ed. Code 60510-60511	Donation for sale of obsolete instructional materials
Ed. Code 60605	State-adopted content and performance standards in core curricular areas
Ed. Code 60605.8	Common Core standards
Ed. Code 60605.86-60605.88	Supplemental instructional materials aligned with Common Core State Standards

Management Resources References	**Description**
California Department of Education Publication	Instructional Materials FAQ
California Department of Education Publication	01-05 Guidelines for Piloting Textbooks and Instructional Materials, rev. January 2015
California Department of Education Publication	Standards for Evaluating Instructional Materials for Social Content, 2013
Website	Association of American Publishers
Website	California Academic Content Standards Commission, Common Core State Standards
Website	CSBA
Website	California Department of Education

Cross References	**Description**
0400	Comprehensive Plans
0410	Nondiscrimination In District Programs And Activities
0415	Equity
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
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1220	Citizen Advisory Committees
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6162.6	Use Of Copyrighted Materials
6163.1	Library Media Centers
6170.1	Transitional Kindergarten
6171	Title I Programs
6171	Title I Programs
6174	Education For English Learners
6174	Education For English Learners

6190	Evaluation Of The Instructional Program
9000-B	Role Of The Board
9270-B	Conflict Of Interest
9322-B	Agenda/Meeting Materials

CSBA Sample REVISED
Administrative Regulation

SELECTION AND EVALUATION OF INSTRUCTIONAL MATERIALS

Review Process

Note: The following section may be revised to reflect district practice. Pursuant to Education Code 60002, the district must provide for "substantial" teacher involvement in the selection of instructional materials and must promote the involvement of parents/guardians and other members of the community in the selection of instructional materials. The Education Code does not define "substantial."

The **district's** review process **for evaluating instructional materials shall** involve teachers in a substantial manner and shall encourage the participation of parents/guardians and community members. ~~(~~ **in accordance with** Education Code 60002~~)~~**.** ~~In addition, the instructional materials~~ **The review** ~~committee~~ **process** may **also** ~~include~~ **involve** administrators, other staff who have subject-matter expertise, and students as appropriate. **The Superintendent or designee shall seek input from stakeholders with diverse backgrounds and perspectives.**

(cf. 6020 - Parent Involvement)

Note: The following paragraph is for use by districts that maintain any of grades K-8.

If the district ~~chooses to~~ **is considering the** use **of** instructional materials for grades K-8 that have not been adopted by the **State Board of Education (**SBE**)**, the Superintendent or designee shall ensure that a majority of the participants in the district's review process are classroom teachers who are assigned to the subject area or grade level of the materials. (Education Code 60210)

Note: The following paragraph is optional. The use of review committees is recommended as a best practice, but is not required by law.

~~Toward that end, he/she~~ **The Superintendent or designee** may establish **an advisory** ~~an instructional materials review~~ committee to ~~evaluate and recommend instructional materials~~ **conduct the review of instructional materials**.

(cf. 1220 - Citizen Advisory Committees)

The Superintendent or designee shall present to the Governing Board recommendations for instructional materials and documentation that supports the recommendations.

All recommended instructional materials shall be available for public inspection at the district office.

(cf. 5020 - Parent Rights and Responsibilities)

SELECTION AND EVALUATION OF INSTRUCTIONAL MATERIALS (continued)

Note: State Board of Education (SBE) policy on Guidelines for Piloting Textbooks and Instructional Materials provides a sample process for piloting instructional materials that addresses the selection of materials to pilot, a chronology of the process, and additional considerations, such as conflict of interest, contacts with publishers, and consideration of standards maps.

When possible, t~~T~~he district may pilot instructional materials~~, using~~ **in** a representative sample of classrooms for a specified period of time during a school year, in order to determine ~~how well~~ **the extent to which** the materials support the district's curricular goals and academic standards. Feedback from teachers piloting the materials shall be made available to the Board before the materials are adopted.

Criteria for Selection and Adoption of Instructional Materials

In recommending ~~textbooks or other~~ instructional materials for adoption by the ~~Governing~~ Board, the Superintendent or designee shall ensure that ~~such~~ **the** materials:

1. Are aligned to **the content standards adopted by SBE and consistent with the content and cycles of the curriculum framework adopted by SBE** ~~pursuant to Education Code 60605 and/or Common Core Standards adopted pursuant to Education Code 60605.8~~

(cf. 6011 - Academic Standards)

Note: The following paragraph is for use by districts that offer any of grades K-8. Pursuant to Education Code 60200, ~~the State Board of Education (~~SBE~~)~~ is responsible for adopting at least five basic instructional materials for grades K-8 in specified core subjects and any other subject for which SBE determines that the adoption of instructional materials is necessary or desirable.

Education Code 60210 authorizes the Governing Board to select instructional materials for grades K-8 that have not been approved by SBE, provided they are aligned with state academic content standards ~~adopted by SBE pursuant to Education Code 60605 or Common Core Standards adopted pursuant to Education Code 60605.8 and have been reviewed through a process that requires a majority of the participants in the process to be classroom teachers who are assigned to the subject area or grade level for which the materials will be used; also see the accompanying Board policy~~.

For grades K-8, ~~the Superintendent or designee shall select~~ **only** instructional materials ~~from among~~ **on** the list of materials adopted by ~~the~~ SBE and/or other **instructional** materials that have not been adopted by ~~the~~ SBE but are aligned with the state academic content standards ~~and/~~or the Common Core **State** Standards **may be recommended for selection**. (Education Code 60200, 60210)

(cf. 6161.11 - Supplementary Instructional Materials)

Note: The following **optional** paragraph is for use by districts offering any of grades 9-12 and may be revised to reflect district practice. ~~One way to ensure that instructional materials in core courses for grades 9-12 are aligned to state standards is through a review of standards maps created by the CDE. A template of~~

SELECTION AND EVALUATION OF INSTRUCTIONAL MATERIALS (continued)

~~the standards map is available on the CDE's web site.~~ **The California Department of Education provides standards map templates on its web site for reference in determining alignment of instructional materials for grade 9-12 core courses.**

For grades 9-12, ~~the Superintendent or designee shall review~~ instructional materials in history-social science, mathematics, English/language arts, and science **shall be reviewed** using a standards map in order to determine the extent to which the materials are aligned to state academic content standards.

~~Note: Item #2 below is for use by districts that offer any of grades 9-12.~~

~~2. For grades 9-12, are provided by publishers that comply with the requirements of Education Code 60040-60052, 60060-60062, and 60226 (Education Code 60400)~~

~~3.~~**2.** Do not reflect adversely upon persons because of **any characteristic specified in law and BP 0410 - Nondiscrimination in District Programs and Activities** ~~their race or ethnicity, gender, religion, disability, nationality, sexual orientation, occupation, or other characteristic listed in Education Code 220~~, nor contain any sectarian or denominational doctrine or propaganda contrary to law (Education Code 51501, 60044)

(cf. 0410 - Nondiscrimination in District Programs and Activities)

~~4.~~**3.** To the satisfaction of the Board, are accurate, objective, current, and suited to the needs and comprehension of district students at their respective grade levels (Education Code 60045)

~~5.~~**4.** With the exception of literature and tradebooks, use proper grammar and spelling (Education Code 60045)

Note: Education Code 60048 and 60200 require that the Board not adopt basic instructional materials that provide unnecessary exposure to a commercial brand name, product, or corporate or company logo, unless it makes specific findings that the use has an educational purpose or is incidental to the general nature of an illustration, as provided in item #6 below. SBE's publication Standards for Evaluating Instructional Materials for Social Content details standards for the use of brand names and corporate logos in instructional materials.

~~6.~~**5.** Do not expose students to a commercial brand name, product, or corporate or company logo unless the Board makes a specific finding that the use is appropriate based on one of the following: (Education Code 60048, 60200)

a. The commercial brand name, product, or corporate or company logo is used in text for an educational purpose as defined in guidelines or frameworks adopted by ~~the~~ SBE.

SELECTION AND EVALUATION OF INSTRUCTIONAL MATERIALS (continued)

b. The appearance of a commercial brand name, product, or corporate or company logo in an illustration is incidental to the general nature of the illustration.

(cf. 1325 - Advertising and Promotion)

~~7. If the materials are technology-based materials, are both available and comparable to other, equivalent instructional materials (Education Code 60052)~~

Note: Education Code 60040-60043 require that specific subject matter be included in the district's instructional materials. Education Code 60040 requires that instructional materials include accurate portrayals of the cultural and racial diversity of society as specified. Education Code 60041 requires (1) accurate portrayal of humanity's place in ecological systems and the need to protect the environment and (2) the effects of tobacco, alcohol, and other drug use on the human system. Education Code 60042 requires the Board to adopt materials as it deems necessary to encourage thrift, fire prevention, and the humane treatment of animals and people. Education Code 60043 requires that the Board, when appropriate to the comprehension of students, adopt textbooks for social science, history, or civics classes that contain the Declaration of Independence and the Constitution of the United States. If desired, the district may expand item #~~8~~ **6** below to list these specific requirements.

~~8.~~**6.** Meet the requirements of Education Code 60040-60043 for specific subject content**, including, but not limited, accurately portraying society's cultural and racial diversity**

Note: Items #~~9-18~~ **7-14** below are **optional** and may be revised to reflect district practice. The district may choose to develop subject-specific criteria as well as general criteria.

~~9.~~**7.** Support the district's adopted courses of study and curricular goals

(cf. 6141 - Curriculum Development and Evaluation)
(cf. 6142.2 - World~~/Foreign~~ Language Instruction)
(cf. 6142.8 - Comprehensive Health Education)
*(cf. 6142.91 - ~~English~~ **Reading**/Language Arts Instruction)*
(cf. 6142.92 - Mathematics Instruction)
(cf. 6142.93 - Science Instruction)
(cf. 6142.94 - History-Social Science Instruction)
(cf. 6143 - Courses of Study)
(cf. 6146.1 - High School Graduation Requirements)

~~10.~~**8.** Contribute to a comprehensive, balanced curriculum

~~11.~~**9.** Demonstrate reliable quality of scholarship as evidenced by:

a. Accurate, up-to-date, and well-documented information

b. Objective presentation of diverse viewpoints

c. Clear, concise writing and appropriate vocabulary

d. Thorough treatment of subject matter

~~12.~~**10.** Provide for a wide range of materials at all levels of difficulty, with appeal to students of varied interests, abilities, and developmental levels

~~13.~~**11.** ~~Include materials that~~ Stimulate discussion of contemporary issues and improve students' thinking and decision-making skills

~~14. Contribute to the proper articulation of instruction through grade levels~~

~~15.~~**12.** As appropriate, have corresponding versions available in languages other than English

~~16.~~**13.** Include high-quality teacher's guides

~~17. Meet high standards in terms of the quality, durability, and appearance of paper, binding, text, and graphics~~

Note: 5 CCR 9517.2 sets the following maximum weight standards for each student textbook: three pounds for grades K-4, four pounds for grades 5-8, and five pounds for grades 9-12. 5 CCR 9517.2 requires publishers submitting textbooks to SBE that exceed those weight standards to provide lighter weight alternatives, such as split volumes or electronic editions, soft cover

editions, or other alternate physical formats. For materials for grades 9-12, publishers must disclose the availability of lighter weight alternatives. Item #~~18~~ **14** below includes textbook weight as one of the criteria for Board consideration.

~~18.~~**14.** When available, include options for lighter weight materials in order to help minimize any injury to students by the combined weight of instructional materials

In addition to meeting the above criteria as applicable, technology-based materials shall:

1. ~~If the materials are technology-based materials, are~~ **Be** both available and comparable to other, equivalent instructional materials (Education Code 60052)

2. **Be accessible to all students, including economically disadvantaged students, students with disabilities, and English learners**

3. **Protect the privacy of student data**

(cf. 6157 - Distance Learning)

SELECTION AND EVALUATION OF INSTRUCTIONAL MATERIALS (continued)

Conflict of Interest

Note: The following **optional** section is for use by districts that choose to require individuals who will participate in the review process to first complete a disclosure statement which provides an opportunity to disclose any conflict of interest or appearance of conflict of interest.

~~The following conflict of interest rules are not applicable to "public officials" (including Board members and designated staff) who are subject to the district's conflict of interest code pursuant to the Political Reform Act. Such persons who are making decisions concerning instructional materials must comply with the more stringent conflict of interest requirements described in BB 9270 - Conflict of Interest.~~

To ensure integrity ~~and impartiality~~ in the evaluation and selection of instructional materials, ~~any district employee~~ **individuals** who ~~is~~ **are** participating in the evaluation of instructional materials and **are** not otherwise designated in the district's conflict of interest code shall sign a disclosure statement indicating that ~~he/she~~ **they**:

Note: Education Code 60061 requires publishers to provide instructional materials free of charge within California to the same extent that they provide free materials to other states or school districts; see Price List of Adopted Instructional Materials on CDE's web site. However, Education Code 60071 forbids publishers from offering "valuable thing(s)" to school officials for the purpose of influencing the purchase of instructional materials. CDE's Instructional Materials FAQ clarifies that, in accordance with the definition of "technology-based materials" in Education Code 60010, districts may accept electronic equipment necessary to make use of technology-based materials provided that such equipment is used by students and teachers as a learning resource, not to replace computers or related equipment in an existing computer lab or to establish a new computer lab.

1. ~~Shall~~ **Will** not accept any emolument, money, or other valuable thing or inducement to directly or indirectly introduce, recommend, vote for, or otherwise influence the adoption or purchase of any instructional material (Education Code 60072)

   Sample copies of instructional materials are excepted from this prohibition. (Education Code 60075)

Note: Items # 2-4 below are **optional** and should be modified to reflect district practice.

2. ~~Is~~ **Are** not employed by nor receive compensation from the publisher or supplier of the instructional materials or any person, firm, organization, subsidiary, or controlling entity representing it

3. ~~Does not have and will not negotiate a contractual relationship with the publisher or supplier of the instructional materials or any person, firm, organization, subsidiary, or controlling entity representing it~~

SELECTION AND EVALUATION OF INSTRUCTIONAL MATERIALS (continued)

~~4.~~**3.** Do~~es~~ not have an interest as a contributor, author, editor, or consultant in any textbook or other instructional material submitted to the district

(cf. 9270 - Conflict of Interest)

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Board Policy Manual
San Ysidro School District

Regulation 6161.1: Selection And Evaluation Of Instructional Materials

Status: ADOPTED

Original Adopted Date: 07/11/2019 | **Last Reviewed Date:** 07/11/2019

Criteria for Selection and Adoption of Instructional Materials

In recommending textbooks or other instructional materials for adoption by the Board of Education, the Superintendent or designee shall ensure that such materials:

1. Are aligned to any applicable academic content standards adopted by the State Board of Education (SBE) pursuant to Education Code 60605 and/or Common Core Standards adopted pursuant to Education Code 60605.8

   For grades K-8, the Superintendent or designee shall select instructional materials from among the list of materials adopted by the SBE and/or other materials that have not been adopted by the SBE but are aligned with the state academic content standards and/or the Common Core Standards. (Education Code 60200, 60210)

2. Do not reflect adversely upon persons because of their race or ethnicity, gender, religion, disability, nationality, sexual orientation, occupation, or other characteristic listed in Education Code 220, nor contain any sectarian or denominational doctrine or propaganda contrary to law (Education Code 51501, 60044)

3. To the satisfaction of the Board, are accurate, objective, current, and suited to the needs and comprehension of district students at their respective grade levels (Education Code 60045)

4. With the exception of literature and trade books, use proper grammar and spelling (Education Code 60045)

5. Do not expose students to a commercial brand name, product, or corporate or company logo unless the Board makes a specific finding that the use is appropriate based on one of the following: (Education Code 60048, 60200)

   a. The commercial brand name, product, or corporate or company logo is used in text for an educational purpose as defined in guidelines or frameworks adopted by the SBE.

   b. The appearance of a commercial brand name, product, or corporate or company logo in an illustration is incidental to the general nature of the illustration.

6. If the materials are technology-based materials, are both available and comparable to other, equivalent instructional materials (Education Code 60052)

7. Meet the requirements of Education Code 60040-60043 for specific subject content

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CSBA Sample
Exhibit

REVISED

SELECTION AND EVALUATION OF INSTRUCTIONAL MATERIALS

RESOLUTION ON SUFFICIENCY OF INSTRUCTIONAL MATERIALS

Note: Education Code 60119 requires that the Governing Board hold an annual public hearing regarding the sufficiency of textbooks or other instructional materials and determine through a resolution whether each student has sufficient materials; see the accompanying Board policy. "Sufficient textbooks or instructional materials," as defined in Education Code 60119, means that each student in the district, including each English learner, has a standards-aligned textbook or instructional materials, which may include **technology-based** materials ~~in a digital format under specified conditions~~, to use in class and to take home.

The following sample resolution is based on the 2008 sample resolution developed by the California Department of Education (CDE) but has been updated to reflect ~~new~~ **current** law. This resolution may be used to certify compliance with Education Code 60119.

Whereas, the Governing Board of the *(name of school district)*, in order to comply with the requirements of Education Code 60119, held a public hearing on *(date)*, at *(time)* o'clock, which is on or before the eighth week of school (between the first day that students attend school and the end of the eighth week from that day) and which did not take place during or immediately following school hours, and;

Whereas, the Board provided at least 10 days' notice of the public hearing by posting it in at least three public places within the district stating the time, place, and purpose of the hearing, and;

Whereas, the Board encouraged participation by parents/guardians, teachers, members of the community, and bargaining unit leaders in the public hearing, and;

Whereas, information provided at the public hearing detailed the extent to which sufficient textbooks or **other** instructional materials were provided to all students, including English learners, in the *(name of school district)*, and;

Whereas, the definition of "sufficient textbooks or instructional materials" means that each student, including each English learner, has a standards-aligned textbook or instructional materials to use in class and to take home, which may include materials in a digital format but shall not include photocopied sheets from only a portion of a textbook or instructional materials copied to address a shortage, and;

Whereas, textbooks or instructional materials in core curriculum subjects should be aligned with state academic content standards and/or the Common Core State Standards adopted by the State Board of Education ~~pursuant to Education Code 60605 and/or the Common Core State Standards adopted pursuant to Education Code 60605.8~~;

SELECTION AND EVALUATION OF INSTRUCTIONAL MATERIALS (continued)

Finding of Sufficient Textbooks or Instructional Materials

Note: The following section is for use when the Board is making a finding that the district has "sufficient" materials. According to CDE, Education Code 60119 requires documentation of sufficiency of textbooks or instructional materials to be presented at the public hearing. Survey forms are available on CDE's web site which may be used as a self-study and county office validation tool for grades K-12.

Whereas, sufficient standards-aligned textbooks or **other** instructional materials that are consistent with the cycles and content of the curriculum frameworks were provided to each student, including each English learner, in the following subjects:

Note: To provide complete information about the basis for the Board's determination of sufficiency, the district may wish to include the names of the textbooks or instructional materials provided to students, as well as the applicable state adoption cycle.

- Mathematics: *(List adopted textbooks or instructional materials for this subject for each grade level or school as well as applicable state adoption cycle.)*

  _____
  _____

- Science: *(List adopted textbooks or instructional materials for this subject for each grade level or school as well as applicable state adoption cycle.)*

  _____
  _____

- History-social science: *(List adopted textbooks or instructional materials for this subject for each grade level or school as well as applicable state adoption cycle.)*

  _____
  _____

- English language arts, including the English language development component of an adopted program: *(List adopted textbooks or instructional materials for this subject for each grade level or school as well as applicable state adoption cycle.)*

  _____
  _____

- World~~/foreign~~ language: *(List adopted textbooks or instructional materials for this subject for each grade level or school as well as applicable state adoption cycle.)*

  _____
  _____

- Health: *(List adopted textbooks or instructional materials for this subject for each grade level or school as well as applicable state adoption cycle.)*

  _____
  _____

Note: The following paragraph is for use by districts that maintain grades 9-12. The Board may provide a list of the science laboratory classes offered in grades 9-12 and details on the science laboratory equipment available for these classes.

Whereas, laboratory science equipment was available for science laboratory classes offered in grades 9-12, inclusive;

Therefore, it is resolved that for the (*year*) school year, the *(name of school district)* has provided each student with sufficient standards-aligned textbooks or **other** instructional materials that are consistent with the cycles and content of the curriculum frameworks.

Finding of Insufficient Textbooks or Instructional Materials

Note: The following section is for use when the Board is making a finding of "insufficient" materials. Education Code 60119 requires that the Board's resolution list, for each school for which an insufficiency exists, the percentage of students at each grade level who lack sufficient materials in each of the subject areas listed below.

Whereas, information provided at the public hearing and to the Board at the public meeting detailed that insufficient standards-aligned textbooks or **other** instructional materials were provided to students in the following subjects and grade levels at district schools: *(For each school, list the percentage of students who lack sufficient standards-aligned textbooks or instructional materials in mathematics, science, history-social science, English language arts, world~~foreign~~ language, and health.)*

_____

_____

Whereas, sufficient textbooks or **other** instructional materials were not provided at each school listed above due to the following reasons: *(For each school at which there is an insufficiency, list the reasons that each student does not have sufficient instructional materials in each subject and grade level listed above.)*

_____

_____

Therefore, it is resolved, that for the (*year*) school year, the *(name of school district)* has not provided each student with sufficient textbooks or **other** instructional materials that are consistent with the cycles and content of the curriculum framework, and;

SELECTION AND EVALUATION OF INSTRUCTIONAL MATERIALS (continued)

Be it further resolved, that the following actions will be taken to ensure that all students have sufficient standards-aligned textbooks or **other** instructional materials in all subjects that are consistent with the cycles and content of the curriculum frameworks within two months of the beginning of the school year in which this determination is made. *(List actions to be taken to resolve insufficiency.)*

_____

_____

_____

PASSED AND ADOPTED THIS day of at a meeting, by the following vote:

AYES:_____ NOES:_____ ABSENT:_____

Attest:

Secretary President

(11/12 7/17) 10/20

Policy Reference UPDATE Service
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CSBA Sample
Board Policy

REVISED

Instruction BP 6170.1(a)

TRANSITIONAL KINDERGARTEN

Note: The following policy is for use by districts that maintain kindergarten and may be revised to reflect district practice. Education Code 48000 provides that children are eligible for kindergarten enrollment if they have their fifth birthday on or before September 1 in that school year; see AR 5111 - Admission. Pursuant to Education Code 48000, any child whose fifth birthday is between September 2 and December 2 must be offered a transitional kindergarten (TK) program.

Education Code 48000 defines TK as the first year of a two-year kindergarten program that uses a modified kindergarten curriculum that is age and developmentally appropriate. Many of the requirements applicable to kindergarten (e.g., class size, minimum school day, facilities) are also applicable to TK. The district will receive funding based on average daily attendance (ADA) for students in a TK program that meets the requirements specified in Education Code 48000.

For guidance on implementing TK programs, see the Transitional Kindergarten Implementation Guide: A Resource for California Public School District Administrators and Teachers, published by the California Department of Education (CDE).

The Governing Board desires to offer a high-quality transitional kindergarten (TK) program for eligible children who do not yet meet the minimum age criterion for kindergarten. The TK program shall assist students in developing the academic, social, and emotional skills ~~they need~~ **needed** to succeed in kindergarten and beyond.

The district's TK program shall be the first year of a two-year kindergarten program. (Education Code 48000)

The Board encourages ongoing collaboration among district preschool staff, other preschool providers, elementary teachers, administrators, and parents/guardians in the development, implementation, and evaluation of the district's TK program.

(cf. 1220 - Citizen Advisory Committees)
(cf. 6020 - Parent Involvement)

Eligibility

The district's TK program shall admit children whose fifth birthday is from September 2 through December 2. (Education Code 48000)

Note: ~~The~~ CDE's "Transitional Kindergarten FAQs" clarify that children are required to have documentation of required immunizations or a valid exemption prior to admission to TK. For information about required immunizations and exemptions, see BP/AR 5141.31 - Immunizations.

Parents/guardians of eligible children shall be notified of the availability of the TK program

and **of the** age, residency, immunization, and any other enrollment requirements. Enrollment in the TK program shall be voluntary.

(cf. 5111 - Admission)
(cf. 5111.1 - District Residency)
(cf. 5141.22 - Infectious Diseases)
(cf. 5141.3 - Health Examinations)
(cf. 5141.31 - Immunizations)
(cf. 5141.32 - Health Screening for School Entry)

Note: The following paragraph is **optional.** If the district chooses to allow kindergarten-eligible children to enroll in the TK program, CDE recommends that the district establish criteria to determine selection requirements. The parent/guardian of a kindergarten-eligible child who is enrolled in TK must, at the end of the year, sign a Kindergarten Continuance Form verifying ~~that he/she agrees to have~~ **agreement with** the child enroll**ing** in kindergarten the following year; see section "Continuation in Kindergarten" below.

On a case-by-case basis, a child whose fifth birthday is on or before September 1 **may be admitted into the district's TK program u**~~U~~pon request of a child's parents/guardians, ~~the district may, on a case-by-case basis after~~ **if** the Superintendent or designee determines that it is in the child's best interest~~, admit into the district's TK program a child whose fifth birthday is on or before September 1 and who is therefore eligible for kindergarten~~.

Note: The following paragraph is **optional**. Pursuant to Education Code 48000, the district may, at its discretion, determine whether to allow admittance of children whose fifth birthday is after December 2. Such students may be admitted at any time during the school year, including at the beginning of the year. Education Code 48000 provides that districts will not receive ADA apportionment for a child whose birthday is after December 2 until the child**'s** ~~reaches his/her~~ fifth birthday.

At any time during the school year, the district may admit into the TK program a child whose fifth birthday is after December 2 of that same school year, provided that the Superintendent or designee recommends that enrollment in a TK program is in the child's best interest and the child's parents/guardians approve. Prior to such enrollment, the child's parents/guardians shall be provided information regarding the advantages and disadvantages and any other explanatory information about the effect of early admittance. (Education Code 48000)

Curriculum and Instruction

The district's TK program shall be based on a modified kindergarten curriculum that is age and developmentally appropriate. (Education Code 48000)

(cf. 6141 - Curriculum Development and Evaluation)
(cf. 6161.1 - Selection and Evaluation of Instructional Materials)

TRANSITIONAL KINDERGARTEN (continued)

Note: Education Code 48000 states the Legislature's intent that the TK curriculum be aligned to the California Preschool Learning Foundations developed by CDE. These standards address essential **knowledge and** skills in the subject areas listed below. The standards and companion preschool curriculum frameworks are available on CDE's web site.

The program shall be aligned with the preschool learning foundations and preschool curriculum frameworks

developed by the California Department of Education (CDE). It shall be designed to facilitate students' development in essential **knowledge and** skills related to language and literacy, mathematics, physical development, health, visual and performing arts, science, history-social science, English language development, and social-emotional development.

(cf. 5148.3 - Preschool/Early Childhood Education)
(cf. 6011 - Academic Standards)
(cf. 6174 - Education for English Learners)

Note: The following **optional** paragraph may be revised to reflect district practice. Education Code 37202 ~~-~~permits districts to maintain TK and kindergarten classes for different lengths of time during the school day, either at the same or a different school site. Districts offering TK classes for different lengths of time are still required to meet the minimum and maximum length of school day provided in law. Pursuant to Education Code 46111, 46115, and 46117, at the kindergarten and TK level the minimum school day is three hours (180 minutes), including recess but excluding noon intermission, and the maximum school day is four hours (240 minutes), excluding recess, unless the district has adopted an extended-day kindergarten pursuant to Education Code 8973. However, pursuant to Education Code 46119, if the district has fewer than 40 kindergarten students, the Governing Board may apply to the Superintendent of Public Instruction to maintain two kindergarten classes of 150 minutes each, including recesses, taught on the same day by the same teacher. Also see AR 6112 - School Day.

Pursuant to Education Code 48003, districts are required to provide an annual report to CDE regarding the type of kindergarten program offered by the district, including part day, full day, or both. The **California Basic Educational Data System (CBEDS)** School Information Form ~~2017~~, located on ~~the~~ CDE**'s** web site, requires a report on the type of TK program offered.

The Board shall establish the length~~(s)~~ of the school day in the district's TK program**, which shall be** at least three hours but no more than four hours **long**. **If the district has adopted an extended-day kindergarten, the length of the school day for the TK program may be different than the length of the school day for the kindergarten program** ~~TK programs may be maintained for different lengths of time~~ either at the same or different school sites~~, as long as the school day is at least three hours but no more than four hours~~. The Superintendent or designee shall annually report to CDE as to whether the district's TK programs are offered full day, part day, or both. (Education Code **8973,** 37202, 46111, 46115, 46117, 48003)

(cf. 6111 - School Calendar)
(cf. 6112 - School Day)

TRANSITIONAL KINDERGARTEN (continued)

Note: The following **optional** paragraph may be revised to reflect district practice. According to CDE's "Transitional Kindergarten FAQs," it is the intent of the law to provide separate and unique experiences for TK and kindergarten students. However, districts have flexibility to determine how best to meet the curricular needs of each child and whether TK and kindergarten students may be enrolled in the same classrooms.

TK students may be placed in the same classrooms as kindergarten students when necessary, provided that the instructional program is differentiated to meet student needs.

~~Note: AB 1808 (Ch. 32, Statutes of 2018) amended Education Code 8235 and 48000 to allow districts to place 4-year-old children enrolled in a California State Preschool Program into a TK program and to commingle children from both programs in the same classroom as long as all of the requirements of each program are met and the district adheres to specified requirements, including that the classroom does not contain children enrolled in TK for a second year or children enrolled in a regular kindergarten. Also see BP/AR 5148.3 - Preschool/Early Childhood Education.~~

TK students may be ~~placed in a classroom~~ commingled **in the same classroom** with ~~4~~ **four**-year-old students from a California State Preschool Program as long as **all of the requirements of each program are met and** the classroom does not include students enrolled in TK for a second year or students enrolled in a regular kindergarten. (Education Code 8235, 48000)

(cf. 5148.3 - Preschool/Early Childhood Education)

Staffing

Note: To be qualified to teach a TK class, the teacher must possess an appropriate multiple subjects or early childhood education credential issued by the Commission on Teacher Credentialing authorizing instruction in TK. Education Code 48000 establishes additional requirements for credentialed teachers who are first assigned to a TK class after July 1, 2015, as provided below.

TK assignments are subject to assignment monitoring and reporting by the County Superintendent of Schools in accordance with Education Code 44258.9.

The Superintendent or designee shall ensure that teachers assigned to teach in TK classes possess a teaching credential or permit from the Commission on Teacher Credentialing (CTC) that authorizes such instruction.

(cf. 4112.2 - Certification)

Note: Education Code 48000, as amended by SB 98 (Ch. 24, Statutes of 2020), extends until August 1, 2021, the requirement for credentialed teachers who are first assigned to a transitional kindergarten class to meet additional qualifications, as described below.

TRANSITIONAL KINDERGARTEN (continued)

A credentialed teacher who is first assigned to a TK class after July 1, 2015, shall, by August 1, ~~2020~~ **2021**, have at least 24 units in early childhood education and/or child development, comparable experience in a preschool setting, and/or a child development teacher permit issued by CTC. (Education Code 48000)

The Superintendent or designee may provide professional development as needed to ensure that TK teachers are knowledgeable about the standards and effective instructional methods for teaching young children.

(cf. 4131 - Staff Development)

Continuation to Kindergarten

Note: The following section is consistent with guidance in CDE's "Transitional Kindergarten FAQs."

Students who complete the TK program shall be eligible to continue in kindergarten the following school year. Parents/guardians of such students shall not be required to submit a signed Kindergarten Continuance Form for kindergarten attendance.

Note: The following **optional** paragraph is for use by districts that allow kindergarten-eligible children to enroll in TK; see "Eligibility" section above. When such students are subsequently enrolled in kindergarten, the district is required to obtain a signed Kindergarten Continuance Form in order to receive kindergarten ADA for those children since they would otherwise be age-eligible for first grade. CDE recommends that approval for a student to continue in kindergarten not be sought until near the

end of the year of TK, since permission obtained unreasonably far in advance could be found invalid.

However, whenever children who would otherwise be age-eligible for kindergarten are enrolled in TK, the Superintendent or designee shall obtain a Kindergarten Continuance Form signed by the parent/guardian near the end of the TK year consenting to the child's enrollment in kindergarten the following year.

Note: Pursuant to Education Code 46300, the district may not include for ADA purposes the attendance of any student for more than two years in **kindergarten or for more than two years in** a combination of TK and kindergarten.

A student shall not attend more than two years in a combination of TK and kindergarten. (Education Code 46300)

(cf. 5123 - Promotion/Acceleration/Retention)

Assessment

Note: The following section may be revised to reflect district practice. One assessment resource for TK students is CDE's Desired Results Developmental Profile, which is designed to assess the developmental progression of all children from early infancy to kindergarten entry.

TRANSITIONAL KINDERGARTEN (continued)

The Superintendent or designee may develop or identify appropriate formal and/or informal assessments of TK students' development and progress. ~~He/she~~ **The Superintendent or designee** shall monitor and regularly report to the Board regarding program implementation**,** ~~and~~ the progress of students in meeting related academic standards**, and student preparedness for future education**.

(cf. 0500 - Accountability)
(cf. 6162.5 - Student Assessment)

Legal Reference:

EDUCATION CODE
8235 California State Preschool Program
*897**0-897**~~473~~ **Early primary programs;** ~~E~~**e**xtended-day kindergarten*
37202 School calendar; equivalency of instructional minutes
44258.9 Assignment monitoring by county superintendent of schools
46111 Kindergarten, hours of attendance
46114-46119 Minimum school day, kindergarten
46300 Computation of ADA, inclusion of kindergarten and transitional kindergarten
48000 Age of admission, kindergarten and transitional kindergarten
48002 Evidence of minimum age required to enter kindergarten or first grade
48003 Kindergarten annual report
48200 Compulsory education, starting at age six

Management Resources:

CSBA PUBLICATIONS
What Boards of Education Can Do About Kindergarten Readiness, Governance Brief, May 2016
CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS
Transitional Kindergarten FAQs
Desired Results Developmental Profile, 2015
Transitional Kindergarten Implementation Guide: A Resource for California Public School District Administrators and

Teachers, 2013
California Preschool Curriculum Framework, Vol. 3, 2013
California Preschool Learning Foundations, Vol. 3, 2012
California Preschool Curriculum Framework, Vol. 2, 2011
California Preschool Learning Foundations, Vol. 2, 2010
California Preschool Curriculum Framework, Vol. 1, 2010
California Preschool Learning Foundations, Vol. 1, 2008
WEB SITES
CSBA: http://www.csba.org
California Department of Education: http://www.cde.ca.gov
California Kindergarten Association: http://www.ckanet.org
Commission on Teacher Credentialing: http://www.ctc.ca.gov
Transitional Kindergarten California: https://www.tkcalifornia.org

(10/17 10/18) 12/20

Policy Reference UPDATE Service
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Policy 6170.1: Transitional Kindergarten

Status: ADOPTED

Original Adopted Date: 07/11/2019 | **Last Reviewed Date:** 07/11/2019

The Board of Education desires to offer a high-quality transitional kindergarten (TK) program for eligible children who do not yet meet the minimum age criterion for kindergarten. The TK program shall assist students in developing the academic, social, and emotional skills they need to succeed in kindergarten and beyond.

The district's TK program shall be the first year of a two-year kindergarten program. (Education Code 48000)

The Board encourages ongoing collaboration among district preschool staff, other preschool providers, elementary teachers, administrators, and parents/guardians in the development, implementation, and evaluation of the district's TK program.

Eligibility

The district's TK program shall admit children whose fifth birthday is from September 2 through December 2. (Education Code 48000)

Parents/guardians of eligible children shall be notified of the availability of the TK program and age, residency, immunization, and any other enrollment requirements. Enrollment in the TK program shall be voluntary.

Upon request of a child's parents/guardians, the district may, on a case-by-case basis after the Superintendent or designee determines that it is the child's best interest, admit into the district's TK program a child whose fifth birthday is on or before September 1 and who is therefore eligible for kindergarten.

At any time during the school year, the district may admit into the TK program a child whose fifth birthday is after December 2 of that same year, provided that the Superintendent or designee recommends that enrolment in a TK program is in the child's best interest and the child's parents/guardians approve. Prior to such enrollment, the child's parents/guardians shall be provided information regarding the advantages and disadvantages and any other explanatory information about the effect of early admittance. (Education Code 48000)

Curriculum and Instruction

The district's TK program shall be based on a modified kindergarten curriculum that is age and developmentally appropriate. (Education Code 48000)

The program shall be aligned with the preschool learning foundations and preschool curriculum frameworks developed by the California Department of Education (CDE). It shall be designed to facilitate students' development in essential skills related to language and literacy, mathematics, physical development, health, visual and performing arts, science, history-social science, English language development, and social-emotional development.

The Board shall establish the length(s) of the school day in the district's TK program. TK programs may be maintained for different lengths of time either at the same or different school sites, as long as the school day is at least three hours but no more than four hours. The Superintendent or designee shall annually report to CDE as to whether the district's TK programs are offered full day, part day, or both. (Education Code 37202, 46111, 46115, 46117, 48003)

TK students may be placed in the same classrooms as kindergarten students when necessary, provided that the instructional program is differentiated to meet student needs.

TK students may be placed in a classroom commingled with 4-year-old students from a California State Preschool Program as long as the classroom does not include students enrolled in TK for a second year or students enrolled in a regular kindergarten. (Education Code 8235, 48000)

Staffing

The Superintendent or designee shall ensure that teachers assigned to teach in TK classes possess a teaching credential or permit from the Commission on Teacher Credentialing (CTC) that authorizes such instruction.

A credentialed teacher who is first assigned to a TK class after July 1, 2015, shall, by August 1, 2020, have at least 24 units in early childhood education and/or child development, comparable experience in a preschool setting, and/or a child development teacher permit issued by CTC. (Education Code 48000)

The Superintendent or designee may provide professional development as needed to ensure that TK teachers are

knowledgeable about the standards and effective instructional methods for teaching young children.

Continuation to Kindergarten

Students who complete TK program shall be eligible to continue in kindergarten the following school year. Parents/guardians of such students shall not be required to submit a kindergarten Continuance Form Kindergarten attendance. However, whenever children who would otherwise be age-eligible for kindergarten are enrolled in TK, the Superintendent or designee shall obtain a Kindergarten Continuance Form signed by the parent/guardian near the end of the TK year consenting to the child's enrollment in kindergarten the following year.

A student shall not attend more than two years in a combination of TK and kindergarten. (Education Code 46300)

Assessment

The Superintendent or designee may develop or identify appropriate formal and/or informal assessments of TK students' development and progress. He/she shall monitor and regularly report to the Board regarding program implementation and the progress of students in meeting related academic standards.

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

State References	Description
Ed. Code 37202	Equal time in all schools
Ed. Code 44258.9	County superintendent review of teacher assignment
Ed. Code 46111	Kindergarten, hours of attendance
Ed. Code 46114-46119	Minimum school day, kindergarten
Ed. Code 46300	Method of computing average daily attendance
Ed. Code 48000	Minimum age of admission for kindergarten; transitional kindergarten
Ed. Code 48002	Evidence of minimum age required to enter kindergarten or first grade
Ed. Code 48003	Kindergarten annual report
Ed. Code 48200	Compulsory attendance
Ed. Code 8235	California State Preschool Program
Ed. Code 8970-8974	Early primary program, including extended-day kindergarten
Ed. Code 8973	Extended-day kindergarten

Management Resources References	Description
California Department of Education Publication	Transitional Kindergarten FAQs
California Department of Education Publication	Desired Results Developmental Profile, 2015
California Department of Education Publication	Transitional Kindergarten Implementation Guide: A Resource for California Public School District Administrators and Teachers, 2013
California Department of Education Publication	California Preschool Curriculum Framework, Vol. 3, 2013
California Department of Education Publication	California Preschool Curriculum Framework, Vol. 2, 2011
California Department of Education Publication	California Preschool Curriculum Framework, Vol. 1, 2010
California Department of Education Publication	California Preschool Learning Foundations, Vol. 1, 2008
California Department of Education Publication	California Preschool Learning Foundations, Vol. 3, 2012
California Department of Education Publication	California Preschool Learning Foundations, Vol. 2, 2010
CSBA Publication	What Boards of Education Can Do About Kindergarten Readiness, Governance Brief, May 2016
Website	California Kindergarten Association

Website	Transitional Kindergarten California
Website	Commission on Teacher Credentialing
Website	CSBA
Website	California Department of Education

Cross References	**Description**
0500	Accountability
1220	Citizen Advisory Committees
1220	Citizen Advisory Committees
4112.2	Certification
4112.2	Certification
4131	Staff Development
5111	Admission
5111	Admission
5111.1	District Residency
5111.1	District Residency
5123	Promotion/Acceleration/Retention
5123	Promotion/Acceleration/Retention
5141.22	Infectious Diseases
5141.22	Infectious Diseases
5141.3	Health Examinations
5141.3	Health Examinations
5141.31	Immunizations
5141.31	Immunizations
5141.32	Health Screening For School Entry
5148.3	Preschool/Early Childhood Education
5148.3	Preschool/Early Childhood Education
6011	Academic Standards
6020	Parent Involvement
6020	Parent Involvement
6111	School Calendar
6112	School Day
6112	School Day
6141	Curriculum Development And Evaluation
6141	Curriculum Development And Evaluation
6151	Class Size
6161.1	Selection And Evaluation Of Instructional Materials
6161.1	Selection And Evaluation Of Instructional Materials
6162.5	Student Assessment
6174	Education For English Learners
6174	Education For English Learners

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: March 11, 2021

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

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

☐ Informational
☒ Action

AGENDA ITEM: FIRST READING AND ADOPTION OF REVISED BOARD BYLAWS AND EXHIBIT - 9000 SERIES

BACKGROUND INFORMATION:

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

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

Below is the list of new and revised 9000 Board Bylaws and Exhibits:

- Revised Board Bylaw 9012 - Board Member Electronic Communications
- Revised Board Bylaw 9320 - Meetings and Notices
- Revised Exhibit 9323.2 - Actions by the Board

RECOMMENDATION:
Approve First Reading and Adoption of Revised Board Bylaws and Exhibit - 9000 series: Revised Board Bylaw 9012 - Board Member Electronic Communications, Revised Board Bylaw 9320 - Meetings and Notices and Revised Exhibit 9323.2 - Actions by the Board.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ **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)

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

CSBA Sample
Board Bylaw

REVISED

Board Bylaws BB 9012(a)

BOARD MEMBER ELECTRONIC COMMUNICATIONS

Note: The following **optional** Board bylaw should be modified to reflect district practice. The Brown Act (Government Code 54950-54963) requires that Governing Board members conduct district business at properly noticed and agendized public meetings. In general, Board members should keep in mind that, for purposes of the Brown Act, electronic communications are subject to the same conditions and the same rules of confidentiality that are applicable to other forms of communication, such as individual conversations, telephone calls, or paper copies of documents. However, the ease with which electronic communication can be shared and forwarded requires extra caution.

Furthermore, although Board members are not considered employees, there may be tax implications if the district provides Board members with laptop computers or subsidies for an Internet connection. In some circumstances, such provision or reimbursement may be considered a taxable benefit. Also see AR 3513.1 - Cellular Phone Reimbursement.

The Governing Board recognizes that electronic communication is an efficient and convenient way for Board members to communicate and expedite the exchange of information within the district and with members of the public. Board members shall exercise caution so as to ensure that electronic communications are not used as a means for the Board to deliberate outside of an agendized Board meeting**,** ~~nor to~~ circumvent the public's right to access records regarding district business**, or restrict access to a public forum**.

(cf. 1100 - Communication with the Public)
(cf. 9000 - Role of the Board)
(cf. 9322 - Agenda/Meeting Materials)

Note: Government Code 54952.2 defines a "meeting" as any congregation of a majority of the members of the Board at the same time and **location** ~~place~~**, including teleconference location as permitted by Government Code 54953,** to hear, discuss, ~~or~~ deliberate**, or take action** upon any item that is within the subject matter jurisdiction of the Board. Government Code 54952.2 prohibits a serial meeting, defined as a series of communications **of any kind, directly or through intermediaries,** involving a majority of the Board to discuss, deliberate, or take action on any item of district business outside of an authorized meeting. Thus, a series of emails, as well as other electronic communications such as postings on an online forum, that ultimately include a majority of the Board could lead to a Brown Act violation. While the safest course of action is to not send an email to another Board member that, if forwarded, could lead to a discussion about district business by a majority of the Board, given the prevalence of email, such a practice may not be practical. However, in order to help prevent an inadvertent violation, Board members may wish to consider including a "do not reply/forward alert" in the subject line of emails, as appropriate.

A majority of the Board shall not, outside of an authorized meeting, use a series of electronic communications of any kind, directly or through intermediaries, to discuss, deliberate, or take action on any item that is within the subject matter jurisdiction of the Board. (Government Code 54952.2)

(cf. 9320 - Meetings and Notices)

Note: CSBA's ~~Agenda Online~~ **GAMUT Meetings** is an electronic board meeting **management application** ~~agenda service~~ for use by districts and county offices of education **that streamlines meeting preparation and provides easy and secure access to**

meeting materials, including ~~which allows development of and~~ ~~access to~~ Board meeting agendas, supporting documents, and minutes ~~from any computer that has Internet access~~. Further information ~~can be found~~ **is available** on CSBA's web site.

Examples of permissible electronic communications concerning district business include, but are not limited to, dissemination of Board meeting agendas and agenda packets, reports of activities from the Superintendent, and reminders regarding meeting times, dates, and places.

Note: Pursuant to Government Code 54952.2, as amended by AB 992 (Ch. 89, Statutes of 2020), Board members may engage in separate conversations or communications with members of the public on an Internet-based social media platform that is open and accessible to the public as long as a majority of the Board does not use the platform to discuss among themselves business within the subject matter jurisdiction of the Board and members do not comment on or use digital icons (e.g., "likes" or emojis) to express reactions to communications made by other Board members. Consequently, a Board member is prohibited from responding directly to any communication from other members of the Board on a social media platform regarding matters that are within the subject matter jurisdiction of the Board.

Board members may engage in separate conversations or communications with members of the public on a social media platform to answer questions, provide information, or solicit information regarding a matter that is within the subject matter jurisdiction of the Board, as long as a majority of the Board does not use the platform to discuss among themselves any business of a specific nature that is within the subject matter jurisdiction of the Board. A Board member is prohibited from responding directly to any communication from other Board members regarding matters that are within the subject matter jurisdiction of the Board or using digital icons (e.g., "likes" or emojis) to express reactions to communications made by other Board members. (Government Code 54952.2)

Note: Board members who use a social media platform to communicate with the public about district business or Board activities should be cautious about blocking access to members of the public. In Knight First Amendment Institute at Columbia University v. Trump, the court held that President Donald Trump's twitter account was a public forum from which the government may not exclude people based on their views and that blocking critics from viewing and replying to the account excluded individuals from a public forum in violation of the First Amendment. While there is not a clearly defined rule as to whether a board member's social media account is a public forum, the holding has been used in cases restricting school board members from blocking members of the public from their social media. See Garnier v. Poway Unified School District.

Whenever a Board member uses a social media platform to communicate with the public about district business or Board activities, the Board member shall not block access to a member of the public based on the viewpoint expressed by that individual.

BOARD MEMBER ELECTRONIC COMMUNICATIONS (continued)

Note: The prohibitions in the Brown Act apply only to discussions regarding district business. Like other citizens, Board members are permitted to use email to discuss personal, nondistrict matters.

~~In addition,~~ Board members may use electronic communications to discuss matters that do not pertain to district business, regardless of the number of Board members participating in the discussion.

Note: The following **optional** paragraph may be revised to reflect district practice. Many districts have established bylaws or other protocols describing how the Board has agreed to handle questions, concerns, or complaints received from members of the community. For example, see BB 9200 - Limits of Board Member Authority and BP 1112 - Media Relations.

Board members shall make every effort to ensure that their electronic communications conform to the same standards and protocols established for other forms of communication. A Board member may respond, as appropriate, to an electronic communication received from a member of the community and should make clear that **the** ~~his/her~~ response does not necessarily reflect the views of the Board as a whole. Any complaint or request for information should be forwarded to the Superintendent in accordance with Board bylaws and protocols so that the issue may receive proper consideration and be handled through the appropriate district process. As appropriate, communication received from the media shall be forwarded to the designated district spokesperson.

(cf. 1112 - Media Relations)
(cf. 1312.1 - Complaints Concerning District Employees)
(cf. 1312.2 - Complaints Concerning Instructional Materials)
(cf. 1312.3 - Uniform Complaint Procedures)
(cf. 1312.4 - Williams Uniform Complaint Procedures)
(cf. 3320 - Claims and Actions Against the District)
(cf. 9005 - Governance Standards)
(cf. 9121 - President)
(cf. 9200 - Limits of Board Member Authority)

Note: Electronic communications received and sent by Board members are subject to disclosure upon request pursuant to the California Public Records Act (CPRA) (Government Code 6250-6270) depending on the content of the communication and whether it is "prepared, owned, used, or retained" by the district in its normal course of business. District legal counsel should be consulted as appropriate. Also see BP/AR 1340 - Access to District Records and BP/AR 3580 - District Records.

In City of San Jose v. Superior Court, the California Supreme Court held that a public official's communications about public business, even if sent or received on the official's personal account or device, are public records and are not categorically excluded from disclosure under the CPRA. The court observed that the CPRA requires public agencies to use "reasonable effort" to locate existing records in response to a public records request, but that such searches need not be extraordinar**il**y **extensive** or intrusive. For further information, see CSBA's Legal Alert: Tips for Governing Boards in Response to Public Records Act Ruling on Electronic Communications.

BOARD MEMBER ELECTRONIC COMMUNICATIONS (continued)

To the extent possible, electronic communications regarding any district-related business shall be transmitted through a district-provided device or account. When any such communication is transmitted through a Board member's personal device or account, **the Board member** ~~he/she~~ shall copy the communication to a district electronic storage device for easy retrieval.

(cf. 1340 - Access to District Records)
(cf. 3580 - District Records)

Legal Reference:
EDUCATION CODE
35140 Time and place of meetings
35145 Public meetings
35145.5 Agenda; public participation; regulations
35147 Open meeting law exceptions and applications
GOVERNMENT CODE
6250-6270 California Public Records Act
11135 State programs and activities, discrimination
54950-54963 The Ralph M. Brown Act, especially:

54952.2 Meeting, defined
54953 Meetings to be open and public; attendance
54954.2 Agenda posting requirements, board actions
COURT DECISIONS
Garnier v. Poway Unified School District, No. 17-cv-2215-W (JLB), 2019 WL 4736208 (S.D. Cal. September 26, 2019)
Knight First Amendment Institute at Columbia University v. Trump, 928 F.3d 226 (2019)
City of San Jose v. Superior Court (2017) 2 Cal.5th 608

Management Resources:
CSBA PUBLICATIONS
Legal Alert: Tips for Governing Boards in Response to Public Records Act Ruling on Electronic Communications, March 2017
*The Brown Act: School Boards and Open Meeting Laws, rev. ~~2014~~ **2019***
ATTORNEY GENERAL PUBLICATIONS
The Brown Act: Open Meetings for Legislative Bodies, 2003
WEB SITES
CSBA: http://www.csba.org
*CSBA, ~~Agenda Online~~ **GAMUT Meetings:***
*https://www.csba.org/ProductsAndServices/AllServices/~~AgendaOnline.aspx~~**GamutMeetingsPolicy***
California Attorney General's Office: https://oag.ca.gov

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Board Policy Manual
San Ysidro School District

Bylaw 9012-B: Board Member Electronic Communications

Status: ADOPTED

Original Adopted Date: 04/11/2019 | **Last Reviewed Date:** 04/11/2019

The Board of Education recognizes that electronic communication is an efficient and convenient way for Board members to communicate and expedite the exchange of information within the district and with members of the public. Board members shall exercise caution so as to ensure that electronic communications are not used as a means for the Board to deliberate outside of an agendized Board meeting nor to circumvent the public's right to access records regarding district business.

A majority of the Board shall not, outside of an authorized meeting, use a series of electronic communications of any kind, directly or through intermediaries, to discuss, deliberate, or take action on any item that is within the subject matter jurisdiction of the Board. (Government Code 54952.2)

Examples of permissible electronic communications concerning district business include, but are not limited to, dissemination of Board meeting agendas and agenda packets, reports of activities from the Superintendent, and reminders regarding meeting times, dates, and places.

In addition, Board members may use electronic communications to discuss matters that do not pertain to district business, regardless of the number of Board members participating in the discussion.

Board members shall make every effort to ensure that their electronic communications conform to the same standards and protocols established for other forms of communication. A Board member may respond, as appropriate, to an electronic communication received from a member of the community and should make clear that his/her response does not necessarily reflect the views of the Board as a whole. Any complaint or request for information should be forwarded to the Superintendent in accordance with Board bylaws and protocols so that the issue may receive proper consideration and be handled through the appropriate district process. As appropriate, communication received from the media shall be forwarded to the designated district spokesperson.

To the extent possible, electronic communications regarding any district-related business shall be transmitted through a district-provided device or account. When any such communication is transmitted through a Board member's personal device or account, he/she shall copy the communication to a district electronic storage device for easy retrieval.

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

State References	Description
Ed. Code 35140	Time and place of meetings
Ed. Code 35145	Public meetings
Ed. Code 35145.5	Agenda; public participation; regulations
Ed. Code 35147	Open meeting laws exceptions
Gov. Code 11135	Nondiscrimination in programs or activities funded by state
Gov. Code 54950-54963	The Ralph M. Brown Act
Gov. Code 54952.2	Meeting, defined
Gov. Code 54953	Meetings to be open and public; attendance
Gov. Code 54954.2	Agenda posting requirements, board actions
Gov. Code 6250-6270	California Public Records Act

Management Resources References	Description
Attorney General Publication	The Brown Act: Open Meetings for Legislative Bodies, 2003
Court Decision	City of San Jose v. Superior Court (2017) 2 Cal.5th 608
CSBA Publication	Legal Alert: Tips for Governing Boards in Response to Public Records Act Ruling on Electronic Communications, March 2017

CSBA Publication	The Brown Act: School Boards and Open Meeting Laws, rev. 2014
Website	California Attorney General's Office
Website	CSBA

Cross References	**Description**
1100	Communication With The Public
1112	Media Relations
1114	District-Sponsored Social Media
1114	District-Sponsored Social Media
1312.1	Complaints Concerning District Employees
1312.1	Complaints Concerning District Employees
1312.2	Complaints Concerning Instructional Materials
1312.2	Complaints Concerning Instructional Materials
1312.2-E(1)	Complaints Concerning Instructional Materials
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3-E(1)	Uniform Complaint Procedures
1312.3-E(2)	Uniform Complaint Procedures
1312.4	Williams Uniform Complaint Procedures
1312.4-E(1)	Williams Uniform Complaint Procedures
1312.4-E(2)	Williams Uniform Complaint Procedures
1340	Access To District Records
1340	Access To District Records
3320	Claims And Actions Against The District
3320	Claims And Actions Against The District
3580	District Records
3580	District Records
9000-B	Role Of The Board
9005-B	Governance Standards
9010-B	Public Statements
9121-B	President
9200-B	Limits Of Board Member Authority
9230-B	Orientation
9320-B	Meetings And Notices
9322-B	Agenda/Meeting Materials
9323.2-B	Actions By The Board

CSBA Sample
Board Bylaw

REVISED

Board Bylaws BB 9320(a)

MEETINGS AND NOTICES

Meetings of the Governing Board are conducted for the purpose of accomplishing district business. In accordance with state open meeting laws (Brown Act), the Board shall hold its meetings in public and shall conduct closed sessions during such meetings only as authorized by law. To encourage community involvement in the schools, Board meetings shall provide opportunities for questions and comments by members of the public. All meetings shall be conducted in accordance with law and the Board's bylaws, policies, and administrative regulations.

(cf. 9321 - Closed Session ~~Purposes and Agendas~~)
~~(cf. 9321.1 - Closed Session Actions and Reports)~~
(cf. 9322 - Agenda/Meeting Materials)
(cf. 9323 - Meeting Conduct)

A Board meeting exists whenever a majority of Board members gather at the same time and **location** ~~place~~**, including teleconference location,** to hear, discuss, ~~or~~ deliberate**, or take action** upon any item within the subject matter jurisdiction of the Board or district. (Government Code 54952.2)

Note: The Brown Act prohibits serial meetings, defined under Government Code 54952.2 as a series of communications of any kind, directly or through intermediaries, to discuss, deliberate, or take action on any item of district business. ~~However, Government Code 54952.2 specifies that briefings between staff and Board members are permissible in order to answer questions or to provide information, as long as the briefing is not used to communicate the comments or position of any other Board member. Thus, Superintendent briefings involving less than a majority of the Board are allowed, but participants must ensure that the comments or positions of one member are not shared with other members.~~

This prohibition against serial meetings also applies to communications via technology. Email exchanges, chat room threads, or comments posted on a blog **or social media account** that result in a majority of the Board "discussing" an item within the subject matter jurisdiction of the Board could result in a Brown Act violation. **Pursuant to Government Code 54952.2, as amended by AB 992 (Ch. 89, Statutes of 2020), Board members may engage in separate conversations or communications with members of the public on an Internet-based social media platform that is open and accessible to the public as long as a majority of the Board does not use the platform to discuss among themselves business within the subject matter jurisdiction of the Board and members do not comment on or use digital icons (e.g., "likes" or emojis) to express reactions to communications made by other Board members. Consequently, a Board member is prohibited from responding directly to any communication from other members of the Board on a social media platform regarding matters that are within the subject matter jurisdiction of the Board.** See BB 9012 - Board Member Electronic Communications.

In 84 Ops.Cal.Atty.Gen. 30 (2001), the Attorney General opined that Government Code 54952.2 prohibits a majority of the Board from sending emails to each other to develop a collective concurrence as to action to be taken by the Board even if the emails are (1) sent to the secretary and chairperson, (2) posted on the

district's web site, and (3) distributed at the next meeting. Although the Attorney General recognized that those three conditions would allow the deliberations to be conducted, to some extent, "in public," the emails were prohibited by the Brown Act because all debate would be completed before the meeting and members of the public who did not have Internet access would be excluded from the debate.

A majority of the Board shall not, outside of an authorized meeting, use a series of communications of any kind, directly or through intermediaries, **including social media and other electronic communications,** to discuss, deliberate, or take action on any item that is within the subject matter jurisdiction of the Board. **(Government Code 54952.2)**

Note: Government Code 54952.2 specifies that briefings between staff and Board members are permissible in order to answer questions or to provide information, as long as the briefing is not used to communicate the comments or position of any other Board member. Thus, Superintendent briefings involving less than a majority of the Board are allowed, but participants must ensure that the comments or positions of one member are not shared with other members.

However, an employee or district official may engage in separate conversations with Board members in order to answer questions or provide information regarding an item within the subject matter jurisdiction of the Board, as long as that employee or district official does not communicate the comments or position of any Board members to other Board members. (Government Code 54952.2)

(cf. 9012 - Board Member Electronic Communications)

Note: Government Code 54953.2 requires that all Board meetings meet the protections of the Americans with Disabilities Act (42 USC 12132) and implementing regulations (28 CFR 35.160, 36.303). Such protections require the district to ensure that the meeting is accessible to persons with disabilities and, upon request, to provide disability-related accommodations, such as auxiliary aids and services. Auxiliary aids and services may include accommodations at the actual meeting, such as a sign-language interpreter, or accommodations to the supporting documentation, such as Braille translation of the agenda packet. Government Code 54954.2 requires that the agenda specify how, when, and to whom a request for accommodation should be made; see BB 9322 - Agenda/Meeting Materials.

In order to help ensure the participation of individuals with disabilities at Board meetings, the Superintendent or designee shall provide appropriate disability-related accommodations or modifications upon request in accordance with the Americans with Disabilities Act. (Government Code 54953.2, 54954.1**, 54954.2**)

Regular Meetings

Note: Education Code 35140 and Government Code 54954 **mandate** the Board to fix the time and place for its regular meetings by rule and regulation.

The Board shall hold _____ regular meeting(s) each month. Regular meetings shall be held at _____p.m. on the _____(day) at the _____.

MEETINGS AND NOTICES (continued)

Note: Pursuant to Government Code 54954.2, the agenda for a regular meeting must be posted at least 72 hours prior to the meeting, at a location that is freely accessible to the public. ~~As amended by AB 1344 (Ch. 692, Statutes of 2011),~~ Government Code 54954.2 also requires that the agenda be posted on the district's Internet web site, if it has one. Any district that does not have a web site should delete the reference to it in the following paragraph.

The Attorney General has determined in 78 Ops.Cal.Atty.Gen. 327 (1995) that weekend hours may be counted as part of the 72-hour period for posting of the agenda prior to a regular meeting. In the same opinion, the Attorney General found that the term

"freely accessible" requires that the agenda be posted in a location where it can be read by the public at any time during the 72 hours immediately preceding the meeting. For example, if a building where the agenda is posted is closed during the evening hours, the agenda must also be posted in a location accessible during evening hours, such as a lighted display case outside of the building. The Attorney General also opined in 88 Ops.Cal.Atty.Gen. 218 (2005) that the agenda may be posted on a touch screen electronic kiosk, in lieu of a paper copy on a bulletin board, as long as the kiosk is accessible without charge to the public 24 hours a day, seven days a week.

At least 72 hours prior to a regular meeting, the agenda shall be posted at one or more locations freely accessible to members of the public and on the district's Internet web site. (Government Code 54954.2)

(cf. 1113 - District and School Web Sites)

Note: Pursuant to Government Code 54957.5, the agenda must list any address where the public can inspect agenda materials that are distributed to Board members less than 72 hours before a regular meeting; see BB 9322 - Agenda/Meeting Materials. In addition, pursuant to the California Public Records Act (Government Code 6252-6270), agenda materials related to an open session of a Board's regular meeting are "public records" and are subject to the inspection of any member of the public. For a list of documents subject to disclosure by the district, see BP/AR 1340 - Access to District Records.

Whenever agenda materials relating to an open session of a regular meeting are distributed to the Board less than 72 hours before the meeting, the Superintendent or designee shall make the materials available for public inspection at a public office or location designated for that purpose. (Government Code 54957.5)

(cf. 1340 - Access to District Records)

Special Meetings

Note: Education Code 35144 and Government Code 54956 allow the Board to hold special meetings to address any matter that requires timely action. For example, the Board may hold a special meeting to discuss the need for an emergency state apportionment when the district is in financial distress; see AR 3460 - Financial Reports and Accountability. However, pursuant to Government Code 54956~~, as amended by AB 1344 (Ch. 692, Statutes of 2011),~~ certain specified matters, as described below, may not be addressed in a special meeting.

Special meetings of the Board may be called at any time by the presiding officer or a majority of the Board members. However, a special meeting shall not be called regarding the salary, salary schedule, or other compensation of the Superintendent, assistant superintendent, or other management employee as described in Government Code 3511.1. (Government Code 54956)

(cf. 2121 - Superintendent's Contract)

Note: Pursuant to Government Code 54956, written notice of a special meeting may be delivered personally or by other means, including email or fax. ~~AB 1344 (Ch. 692, Statutes of 2011) amended~~ Government Code 54956 ~~to~~ require**s** any district that has its own Internet web site to also post the notice on its web site. Any district that does not have its own web site should delete reference to it in the following paragraph.

Written notice of special meetings shall be delivered personally or by any other means to all Board members and the local media who have requested such notice in writing. The notice also shall be posted on the district's Internet web site. The notice shall be received at least 24 hours before the time of the meeting. The notice shall

also be posted at least 24 hours before the meeting in a location freely accessible to the public. The notice shall specify the time and ~~place~~ **location** of the meeting and the business to be transacted or discussed. No other business shall be considered at this meeting. (Education Code 35144; Government Code 54956)

Any Board member may waive the 24-hour written notice requirement prior to the time of the meeting by filing a written waiver of notice with the clerk or secretary of the Board or by being present at the meeting at the time it convenes. (Government Code 54956)

Every notice of a special meeting shall provide an opportunity for members of the public to directly address the Board concerning any item that has been described in the meeting notice, before or during the item's consideration. (Government Code 54954.3)

Emergency Meetings

Note: Government Code 54956.5 authorizes a closed session during emergency meetings, as long as two-thirds of the members present at the meeting agree on the need for the closed session **or, if less than two-thirds of the members are present, by unanimous vote of the members present**. See BB 9321 - Closed Session ~~Purposes and Agendas~~ and E**(1)** 9323.2 - Actions by the Board.

In the case of an *emergency situation* for which prompt action is necessary due to the disruption or threatened disruption of public facilities, the Board may hold an emergency meeting without complying with the 24-hour notice and/or 24-hour posting requirement for special meetings pursuant to Government Code 54956. The Board shall comply with all other requirements for special meetings during an emergency meeting. (Government Code 54956.5)

An *emergency situation* means either of the following: (Government Code 54956.5)

1. An emergency, which shall be defined as a work stoppage, crippling activity, or other activity that severely impairs public health and/or safety as determined by a majority of the members of the Board

(cf. 4141.6/4241.6 - Concerted Action/Work Stoppage)

2. A dire emergency, which shall be defined as a crippling disaster, mass destruction, terrorist activity, or threatened terrorist act that poses peril so immediate and significant that requiring the Board to provide one-hour notice before holding an emergency meeting may endanger the public health and/or safety as determined by a majority of the members of the Board

(cf. 3516 - Emergencies and Disaster Preparedness Plan)

Except in the case of a dire emergency, the Board president or designee shall give notice of the emergency meeting by telephone at least one hour before the meeting to the local media that have requested notice of special meetings. All telephone numbers provided by the media in the most recent request for notification must be exhausted. If telephone services are not functioning, the notice requirement of one hour is waived and, as soon after the meeting as possible, the Board shall notify those media representatives of the meeting and shall describe the purpose of the meeting and any action taken by the Board. In the case of a dire emergency, the Board president or designee shall give such notice at or near the time ~~he/she notifies~~ **notification is given to** the other members of the Board about the meeting. (Government Code 54956.5)

The minutes of the meeting, a list of persons the Board president or designee notified or attempted to notify, a copy of the roll call vote, and any actions taken at the meeting shall be posted for at least 10 days in a public place as soon after the meeting as possible. (Government Code 54956.5)

Adjourned/Continued Meetings

~~A majority vote by t~~**T**he Board may adjourn/continue any regular or special meeting to a later time and ~~place~~ **location** that shall be specified in the order of adjournment. Less than a quorum of the Board may adjourn such a meeting. If no Board members are present, the secretary or the clerk may declare the meeting adjourned to a later time and shall give notice in the same manner required for special meetings. (Government Code 54955)

Within 24 hours after the time of adjournment, a copy of the order or notice of adjournment/continuance shall be conspicuously posted on or near the door of the place where the meeting was held. (Government Code 54955)

MEETINGS AND NOTICES (continued)

Study Sessions, Retreats, Public Forums, and Discussion Meetings

Note: The following section is **optional** and may be revised to reflect district practice. Pursuant to Government Code 54954.2, the Board must still comply with the ~~72 hours~~ public notice requirement**s** when holding a study session, retreat, public forum or other such meeting.

The Board may occasionally convene a study session or public forum to study an issue in more detail or to receive information from staff or feedback from members of the public.

The Board may also convene a retreat or discussion meeting to discuss Board roles and relationships.

(cf. 2000 - Concepts and Roles)
(cf. 2111 - Superintendent Governance Standards)
(cf. 9000 - Role of the Board)
(cf. 9005 - Governance Standards)
(cf. 9400 - Board Self-Evaluation)

Public notice shall be given in accordance with law when a quorum of the Board is attending a study session, retreat, public forum, or discussion meeting. All such meetings shall comply with the Brown Act and shall be held in open session and within district boundaries. Action items shall not be included on the agenda for these meetings.

Other Gatherings

Attendance by a majority of Board members at any of the following events is not subject to the Brown Act provided that a majority of the Board members do not discuss specific district business among themselves other than as part of the scheduled program: (Government Code 54952.2)

1. A conference or similar public gathering open to the public that involves a discussion of issues of general interest to the public or to school board members

2. An open, publicized meeting organized by a person or organization other than the district to address a topic of local community concern

3. An open and noticed meeting of another body of the district

4. An open and noticed meeting of a legislative body of another local agency

5. A purely social or ceremonial occasion

MEETINGS AND NOTICES (continued)

6. An open and noticed meeting of a standing committee of the Board, provided that the Board members who are not members of the standing committee attend only as observers

(cf. 9130 - Board Committees)

Individual contacts or conversations between a Board member and any other person are not subject to the Brown Act. (Government Code 54952.2)

Location of Meetings

Meetings shall not be held in a facility that prohibits the admittance of any person on the basis of ancestry or any characteristic listed in Government Code 11135~~, including, but not limited to, religion, sex, or sexual orientation~~. In addition, meetings shall not be held in a facility which is inaccessible to individuals with disabilities or where members of the public must make a payment or purchase in order to be admitted. (Government Code 54961)

(cf. 0410 - Nondiscrimination in District Programs and Activities)

Meetings shall be held within district boundaries, except to do any of the following: (Government Code 54954)

1. Comply with state or federal law or court order or attend a judicial or administrative proceeding to which the district is a party

2. Inspect real or personal property which cannot conveniently be brought into the district, provided that the topic of the meeting is limited to items directly related to the property

3. Participate in meetings or discussions of multiagency significance, provided these meetings are held within one of the other agencies' boundaries, with all participating agencies giving the notice required by law

4. Meet in the closest meeting facility if the district has no meeting facility within its boundaries or if its principal office is located outside the district

5. Meet with elected or appointed state or federal officials when a local meeting would be impractical, solely to discuss legislative or regulatory issues affecting the district over which the state or federal officials have jurisdiction

6. Meet in or near a facility owned by the district but located outside the district, provided the meeting agenda is limited to items directly related to that facility

BB 9320(h)

MEETINGS AND NOTICES (continued)

7. Visit the office of the district's legal counsel for a closed session on pending litigation, when doing so would reduce legal fees or costs

8. Attend conferences on nonadversarial collective bargaining techniques

9. Interview residents of another district regarding the Board's potential employment of an applicant for Superintendent of the district

10. Interview a potential employee from another district

Meetings exempted from the boundary requirements, as specified in items #1-10 above, shall still be subject to the notice and open meeting requirements for regular and special meetings when a quorum of the Board attends the meeting.

If a fire, flood, earthquake, or other emergency renders the regular meeting place unsafe, meetings shall be held for the duration of the emergency at a ~~place~~ **location** designated by the Board president or designee, who shall so inform all news media who have requested notice of special meetings by the most rapid available means of communication. (Government Code 54954)

Teleconferencing

A teleconference is a meeting of the Board in which Board members are in different locations, connected by electronic means through audio and/or video. (Government Code 54953)

The Board may use teleconferences for all purposes in connection with any meeting within the Board's subject matter jurisdiction. All votes taken during a teleconference meeting shall be by roll call. (Government Code 54953)

During the teleconference, at least a quorum of the members of the Board shall participate from locations within district boundaries. (Government Code 54953)

Agendas shall be posted at all teleconference locations and shall list all teleconference locations whenever they are posted elsewhere. Additional teleconference locations may be provided to the public. (Government Code 54953)

Note: In 84 Ops.Cal.Atty.Gen. 181 (2001), the Attorney General opined that a city is not required under the Americans with Disabilities Act to provide, as an accommodation for a ~~disabled~~ city council member **with disabilities** who was unable to attend a regularly scheduled meeting, a teleconference connection to the member's house where the public would not be permitted to be

present. According to the Attorney General, Government Code 54953 requires that members of the public be permitted to be present at any teleconference location.

MEETINGS AND NOTICES (continued)

All teleconference locations shall be accessible to the public. All teleconferenced meetings shall be conducted in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the Board, including the right of the public to address the Board directly at each teleconference location. (Government Code 54953)

All Board policies, administrative regulations, and bylaws shall apply equally to meetings that are teleconferenced. The Superintendent or designee shall facilitate public participation in the meeting at each teleconference location.

Legal Reference:

EDUCATION CODE
35140 Time and place of meetings
35143 Annual organizational meeting, date, and notice
35144 Special meeting
35145 Public meetings
35145.5 Agenda; public participation; regulations
*35146 Closed sessions **in connection with a student***
35147 Open meeting law exceptions and applications
GOVERNMENT CODE
3511.1 Local agency executives
*11135 State programs and activities**; prohibition of** discrimination*
54950-54963 The Ralph M. Brown Act, especially:
54953 Meetings to be open and public; attendance
54954 Time and place of regular meetings
54954.2 Agenda posting requirements, board actions
54956 Special meetings; call; notice
54956.5 Emergency meetings
UNITED STATES CODE, TITLE 42
12101-12213 Americans with Disabilities Act
CODE OF FEDERAL REGULATIONS, TITLE 28
*35.160 Effective communications **for individuals with disabilities***
*36.303 Auxiliary aids and services **for individuals with disabilities***
COURT DECISIONS
Garnier v. Poway Unified School District, No. 17-cv-2215-W (JLB), 2019 WL 4736208 (S.D. Cal. September 26, 2019)
Knight First Amendment Institute at Columbia University v. Trump, 928 F.3d 226 (2019)
*Wolfe v. City of Fremont, (2006) 144 Cal.App. **4th** 5~~4~~**33***
ATTORNEY GENERAL OPINIONS
88 Ops.Cal.Atty.Gen. 218 (2005)
84 Ops.Cal.Atty.Gen. 181 (2001)
84 Ops.Cal.Atty.Gen. 30 (2001)
79 Ops.Cal.Atty.Gen. 69 (1996)
78 Ops.Cal.Atty.Gen. 327 (1995)

Management Resources: (see next page)

Management Resources:

CSBA PUBLICATIONS
*The Brown Act: School Boards and Open Meeting Laws, rev. ~~2014~~ **2019***
INSTITUTE FOR LOCAL GOVERNMENT PUBLICATIONS
The ABCs of Open Government Laws
LEAGUE OF CALIFORNIA CITIES PUBLICATIONS
Open and Public IV: A Guide to the Ralph M. Brown Act, 2nd Ed., 2010
WEB SITES
CSBA: http://www.csba.org
*CSBA, **GAMUT Meetings** ~~Agenda Online~~: **https://www.csba.org/ProductsAndServices/AllServices/GamutMeetingsPolicy** ~~http://www.csba.org/Services/Services/GovernanceTechnology/AgendaOnline.aspx~~*
*California Attorney General's Office: **https://oag.ca.gov/home** ~~http://www.ag.ca.gov~~*
Institute for Local Government: http://www.ca-ilg.org
League of California Cities: http://www.cacities.org

(11/08 11/11) 12/20

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Board Policy Manual
San Ysidro School District

Bylaw 9320-B: Meetings And Notices

Status: ADOPTED

Original Adopted Date: 04/11/2019 | **Last Reviewed Date:** 04/11/2019

Meetings of the Board of Education are conducted for the purpose of accomplishing district business. In accordance with state open meeting laws (Brown Act), the Board shall hold its meetings in public and shall conduct closed sessions during such meetings only as authorized by law. To encourage community involvement in the schools, Board meetings shall provide opportunities for questions and comments by members of the public. All meetings shall be conducted in accordance with law and the Board's bylaws, policies, and administrative regulations.

A Board meeting exists whenever a majority of Board members gather at the same time and place to hear, discuss, or deliberate upon any item within the subject matter jurisdiction of the Board or district. (Government Code 54952.2)

A majority of the Board shall not, outside of an authorized meeting, use a series of communications of any kind, directly or through intermediaries, to discuss, deliberate, or take action on any item that is within the subject matter jurisdiction of the Board. However, an employee or district official may engage in separate conversations with Board members in order to answer questions or provide information regarding an item within the subject matter jurisdiction of the Board, as long as that employee or district official does not communicate the comments or position of any Board members to other Board members. (Government Code 54952.2)

In order to help ensure the participation of individuals with disabilities at Board meetings, the Superintendent or designee shall provide appropriate disability-related accommodations or modifications upon request in accordance with the Americans with Disabilities Act. (Government Code 54953.2, 54954.1)

Regular Meetings

The Board shall hold one regular meeting each month, when possible. Regular meetings shall be held at 5 p.m. on the second Thursday at various locations throughout the district.

At least 72 hours prior to a regular meeting, the agenda shall be posted at one or more locations freely accessible to members of the public and on the district's Internet web site. (Government Code 54954.2)

Whenever agenda materials relating to an open session of a regular meeting are distributed to the Board less than 72 hours before the meeting, the Superintendent or designee shall make the materials available for public inspection at a public office or location designated for that purpose. (Government Code 54957.5)

Special Meetings

Special meetings of the Board may be called at any time by the presiding officer or a majority of the Board members. However, a special meeting shall not be called regarding the salary, salary schedule, or other compensation of the Superintendent, assistant superintendent, or other management employee as described in Government Code 3511.1. (Government Code 54956)

Written notice of special meetings shall be delivered personally or by any other means to all Board members and the local media who have requested such notice in writing. The notice also shall be posted on the district's Internet web site. The notice shall be received at least 24 hours before the time of the meeting. The notice shall also be posted at least 24 hours before the meeting in a location freely accessible to the public. The notice shall specify the time and place of the meeting and the business to be transacted or discussed. No other business shall be considered at this meeting. (Education Code 35144; Government Code 54956)

Any Board member may waive the 24-hour written notice requirement prior to the time of the meeting by filing a written waiver of notice with the clerk or secretary of the Board or by being present at the meeting at the time it convenes. (Government Code 54956)

Every notice of a special meeting shall provide an opportunity for members of the public to directly address the Board concerning any item that has been described in the meeting notice, before or during the item's consideration. (Government Code 54954.3)

Emergency Meetings

In the case of an emergency situation for which prompt action is necessary due to the disruption or threatened disruption of public facilities, the Board may hold an emergency meeting without complying with the 24-hour notice and/or 24-hour posting requirement for special meetings pursuant to Government Code 54956. The Board shall

comply with all other requirements for special meetings during an emergency meeting. (Government Code 54956.5)

An emergency situation means either of the following: (Government Code 54956.5)

1. An emergency, which shall be defined as a work stoppage, crippling activity, or other activity that severely impairs public health and/or safety as determined by a majority of the members of the Board

2. A dire emergency, which shall be defined as a crippling disaster, mass destruction, terrorist activity, or threatened terrorist act that poses peril so immediate and significant that requiring the Board to provide one-hour notice before holding an emergency meeting may endanger the public health and/or safety as determined by a majority of the members of the Board

Except in the case of a dire emergency, the Board president or designee shall give notice of the emergency meeting by telephone at least one hour before the meeting to the local media that have requested notice of special meetings. All telephone numbers provided by the media in the most recent request for notification must be exhausted. If telephone services are not functioning, the notice requirement of one hour is waived and, as soon after the meeting as possible, the Board shall notify those media representatives of the meeting and shall describe the purpose of the meeting and any action taken by the Board. In the case of a dire emergency, the Board president or designee shall give such notice at or near the time he/she notifies the other members of the Board about the meeting. (Government Code 54956.5)

The minutes of the meeting, a list of persons the Board president or designee notified or attempted to notify, a copy of the roll call vote, and any actions taken at the meeting shall be posted for at least 10 days in a public place as soon after the meeting as possible. (Government Code 54956.5)

Adjourned/Continued Meetings

A majority vote by the Board may adjourn/continue any regular or special meeting to a later time and place that shall be specified in the order of adjournment. Less than a quorum of the Board may adjourn such a meeting. If no Board members are present, the secretary or the clerk may declare the meeting adjourned to a later time and shall give notice in the same manner required for special meetings. (Government Code 54955)

Within 24 hours after the time of adjournment, a copy of the order or notice of adjournment/continuance shall be conspicuously posted on or near the door of the place where the meeting was held. (Government Code 54955)

Study Sessions, Retreats, Public Forums, and Discussion Meetings

The Board may occasionally convene a study session or public forum to study an issue in more detail or to receive information from staff or feedback from members of the public.

The Board may also convene a retreat or discussion meeting to discuss Board roles and relationships.

Public notice shall be given in accordance with law when a quorum of the Board is attending a study session, retreat, public forum, or discussion meeting. All such meetings shall comply with the Brown Act and shall be held in open session and within district boundaries. Action items shall not be included on the agenda for these meetings.

Other Gatherings

Attendance by a majority of Board members at any of the following events is not subject to the Brown Act provided that a majority of the Board members do not discuss specific district business among themselves other than as part of the scheduled program: (Government Code 54952.2)

1. A conference or similar public gathering open to the public that involves a discussion of issues of general interest to the public or to school board members

2. An open, publicized meeting organized by a person or organization other than the district to address a topic of local community concern

3. An open and noticed meeting of another body of the district

4. An open and noticed meeting of a legislative body of another local agency

5. A purely social or ceremonial occasion

6. An open and noticed meeting of a standing committee of the Board, provided that the Board members who are not members of the standing committee attend only as observers

Individual contacts or conversations between a Board member and any other person are not subject to the Brown Act. (Government Code 54952.2)

Location of Meetings

Meetings shall not be held in a facility that prohibits the admittance of any person on the basis of ancestry or any characteristic listed in Government Code 11135, including, but not limited to, religion, sex, or sexual orientation. In addition, meetings shall not be held in a facility which is inaccessible to individuals with disabilities or where members of the public must make a payment or purchase in order to be admitted. (Government Code 54961)

Meetings shall be held within district boundaries, except to do any of the following: (Government Code 54954)

1. Comply with state or federal law or court order or attend a judicial or administrative proceeding to which the district is a party

2. Inspect real or personal property which cannot conveniently be brought into the district, provided that the topic of the meeting is limited to items directly related to the property

3. Participate in meetings or discussions of multiagency significance, provided these meetings are held within one of the other agencies' boundaries, with all participating agencies giving the notice required by law

4. Meet in the closest meeting facility if the district has no meeting facility within its boundaries or if its principal office is located outside the district

5. Meet with elected or appointed state or federal officials when a local meeting would be impractical, solely to discuss legislative or regulatory issues affecting the district over which the state or federal officials have jurisdiction

6. Meet in or near a facility owned by the district but located outside the district, provided the meeting agenda is limited to items directly related to that facility

7. Visit the office of the district's legal counsel for a closed session on pending litigation, when doing so would reduce legal fees or costs

8. Attend conferences on nonadversarial collective bargaining techniques

9. Interview residents of another district regarding the Board's potential employment of an applicant for Superintendent of the district

10. Interview a potential employee from another district

Meetings exempted from the boundary requirements, as specified in items #1-10 above, shall still be subject to the notice and open meeting requirements for regular and special meetings when a quorum of the Board attends the meeting.

If a fire, flood, earthquake, or other emergency renders the regular meeting place unsafe, meetings shall be held for the duration of the emergency at a place designated by the Board president or designee, who shall so inform all news media who have requested notice of special meetings by the most rapid available means of communication. (Government Code 54954)

Teleconferencing

A teleconference is a meeting of the Board in which Board members are in different locations, connected by electronic means through audio and/or video. (Government Code 54953)

The Board may use teleconferences for all purposes in connection with any meeting within the Board's subject matter jurisdiction. All votes taken during a teleconference meeting shall be by roll call. (Government Code 54953)

During the teleconference, at least a quorum of the members of the Board shall participate from locations within district boundaries. (Government Code 54953)

Agendas shall be posted at all teleconference locations and shall list all teleconference locations whenever they are posted elsewhere. Additional teleconference locations may be provided to the public. (Government Code 54953)

All teleconference locations shall be accessible to the public. All teleconferenced meetings shall be conducted in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the Board, including the right of the public to address the Board directly at each teleconference location. (Government Code 54953)

All Board policies, administrative regulations, and bylaws shall apply equally to meetings that are teleconferenced. The Superintendent or designee shall facilitate public participation in the meeting at each teleconference location.

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

State References	Description
Ed. Code 35140	Time and place of meetings
Ed. Code 35143	Annual organizational meetings; date and notice
Ed. Code 35144	Special meeting
Ed. Code 35145	Public meetings
Ed. Code 35145.5	Agenda; public participation; regulations
Ed. Code 35146	Closed sessions; student matters
Ed. Code 35147	Open meeting laws exceptions
Gov. Code 11135	Nondiscrimination in programs or activities funded by state
Gov. Code 3511.1	Local agency executives
Gov. Code 54950-54963	The Ralph M. Brown Act
Gov. Code 54953	Oral summary of recommended salary and benefits of superintendent
Gov. Code 54954	Time and place of regular meetings
Gov. Code 54954.2	Agenda posting requirements, board actions
Gov. Code 54956	Special Meetings
Gov. Code 54956.5	Emergency meetings

Federal References	Description
28 CFR 35.160	Effective communications
28 CFR 36.303	Auxiliary aids and services
42 USC 12101-12213	Americans with Disabilities Act

Management Resources References	Description
Attorney General Opinion	88 Ops.Cal.Atty.Gen. 218 (2005)
Attorney General Opinion	84 Ops.Cal.Atty.Gen. 181 (2001)
Attorney General Opinion	84 Ops.Cal.Atty.Gen. 30 (2001)
Attorney General Opinion	79 Ops.Cal.Atty.Gen. 69 (1996)
Attorney General Opinion	78 Ops.Cal.Atty.Gen. 327 (1995)
Court Decision	Wolfe v. City of Fremont, (2006) 144 Cal.App. 544
CSBA Publication	The Brown Act: School Boards and Open Meeting Laws, rev. 2014
Institute for Local Government Publication	The ABCs of Open Government Laws
League of California Cities Publication	Open and Public IV: A Guide to the Ralph M. Brown Act, 2nd Ed., 2010

Website	League of California Cities
Website	Institute for Local Government
Website	California Attorney General's Office
Website	CSBA

Cross References	**Description**
0410	Nondiscrimination In District Programs And Activities
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
1113	District And School Web Sites
1113	District And School Web Sites
1160	Political Processes
1220	Citizen Advisory Committees
1220	Citizen Advisory Committees
1330	Use Of School Facilities
1330	Use Of School Facilities
1330-E(1)	Use Of School Facilities
1340	Access To District Records
1340	Access To District Records
1431	Waivers
2000	Concepts And Roles
2111	Superintendent Governance Standards
2121	Superintendent's Contract
2210	Administrative Discretion Regarding Board Policy
3100	Budget
3100	Budget
3280	Sale Or Lease Of District-Owned Real Property
3280	Sale Or Lease Of District-Owned Real Property
3311	Bids
3311	Bids
3312	Contracts
3314	Payment For Goods And Services
3314	Payment For Goods And Services
3516	Emergencies And Disaster Preparedness Plan
3516	Emergencies And Disaster Preparedness Plan
4141.6	Concerted Action/Work Stoppage
4141.6	Concerted Action/Work Stoppage
4241.6	Concerted Action/Work Stoppage
4241.6	Concerted Action/Work Stoppage
4312.1	Contracts

6112	School Day
6112	School Day
6173.1	Education For Foster Youth
6173.1	Education For Foster Youth
7150	Site Selection And Development
7150	Site Selection And Development
7214	General Obligation Bonds
7214	General Obligation Bonds
7310	Naming Of Facility
9000-B	Role Of The Board
9005-B	Governance Standards
9012-B	Board Member Electronic Communications
9100-B	Organization
9121-B	President
9130-B	Board Committees
9140-B	Board Representatives
9220-B	Governing Board Elections
9230-B	Orientation
9270-B	Conflict Of Interest
9310-B	Board Policies
9321-B	Closed Session
9322-B	Agenda/Meeting Materials
9323.2-B	Actions By The Board
9323-B	Meeting Conduct
9324-B	Minutes And Recordings
9400-B	Board Self-Evaluation

CSBA Sample
Exhibit

NEW

Board Bylaws E(1) 9323.2(a)

ACTIONS BY THE BOARD

ACTIONS REQUIRING A SUPER MAJORITY VOTE

Note: The following exhibit lists some of the Governing Board actions that require more than a simple majority vote. Other such actions may exist and may be identified in the future.

Actions Requiring a Two-Thirds Vote of the Board:

Note: For an action requiring a two-thirds vote to pass, a three-member board will need two board members to vote in favor of the item, a five-member board will need four board members to vote in favor of the item, and a seven-member board will need five board members to vote in favor of the item.

1. Resolution declaring the Governing Board's intention to sell or lease real property (Education Code 17466)

(cf. 3280 - Sale or Lease of District-Owned Real Property)

2. Resolution declaring the Board's intent to convey or dedicate property to the state or any political subdivision for the purposes specified in Education Code 17556 (Education Code 17557)

3. Resolution authorizing and directing the Board president, or any other presiding officer, secretary, or member, to execute a deed of dedication or conveyance of property to the state or a political subdivision (Education Code 17559)

4. Lease, for up to three months, of school property which has a residence on it and which cannot be developed for district purposes because funds are unavailable (Education Code 17481)

Note: Item #5 below is different from temporary borrowing pursuant to Government Code 53850-53858 which requires only a majority vote of the Board.

5. Request for temporary borrowing of funds needed for immediate requirements of the district to pay district obligations incurred before the receipt of district income for the fiscal year sufficient to meet the payment(s) (Government Code 53821)

6. Upon complying with Government Code 65352.2 and Public Resources Code 21151.2, action to render city or county zoning ordinances inapplicable to a proposed use of the property by the district (Government Code 53094)

(cf. 7131 - Relations with Local Agencies)

(cf. 7150 - Site Selection and Development)
(cf. 7160 - Charter School Facilities)

7. When the district is organized to serve only grades K-8, action to establish a community day school for any of grades K-8 (Education Code 48660)

(cf. 6185 - Community Day School)

8. When the district is organized to serve only grades K-8, has an average daily attendance (ADA) of 2,500 or less, or desires to operate a community day school to serve any of grades K-6 (and no higher grades) and seeks to situate a community day school on an existing school site, certification that satisfactory alternative facilities are not available for a community day school (Education Code 48661)

9. Resolution of intent to issue general obligation bonds with the approval of 55 percent of the voters of the district (Education Code 15266)

(cf. 7214 - General Obligation Bonds)

10. Resolution of intent to issue bonds within a school facilities improvement district with the approval of 55 percent of the voters of the school facilities improvement district (Education Code 15266)

(cf. 7213 - School Facilities Improvement Districts)

11. Resolution to place a parcel tax on the ballot (Government Code 53724)

(cf. 3471 - Parcel Taxes)

Note: Code of Civil Procedure 1245.240 requires that, prior to commencing an eminent domain action, the Board adopt a resolution of necessity approved by a two-thirds vote of the Board unless a greater vote is required by statute, charter, or ordinance. In addition, if the Board desires to use the property for a different purpose than stated in the resolution of necessity, then pursuant to Code of Civil Procedure 1245.245, the Board must adopt, by two-thirds vote, another resolution authorizing the different use unless a greater vote is required by statute, charter, or ordinance.

12. Resolution of necessity to proceed with an eminent domain action and, if the Board subsequently desires to use the property for a different use than stated in the resolution of necessity, a subsequent resolution so authorizing the different use (Code of Civil Procedure 1245.240, 1245.245)

Note: Item #13 is for use by ~~three-member boards.~~ **districts governed by a three-member board that have elected to use an alternative procedure for awarding contracts for public works projects pursuant to**

the Uniform Public Construction Cost Accounting Act (UPCCAA) (Public Contract Code 22000-22045), which establishes a higher bid limit and a more informal bidding process for certain projects. For further information, see BP 3311.1 - Uniform Public Construction Cost Accounting Procedures.

13. When the district has a three-member Board **and has adopted the procedures set forth in the Uniform Public Construction Cost Accounting Act (UPCCAA)**, action to respond to an emergency facilities condition without giving notice for bids to let contracts, including the repair or replacement of district

facilities, the taking of any other action that is directly related to and immediately required by that emergency, the procurement of the necessary equipment, services, and supplies for those purposes, the delegation of authority to the Superintendent or designee to take such action, and the determination during a regular Board meeting of the need to continue the action (Public Contract Code 22035, 22050)

(cf. 3311.1 - Uniform Public Construction Cost Accounting Procedures)

Actions Requiring a Two-Thirds Vote of the Board Members Present at the Meeting~~:~~

1. Determination that there is a need to take immediate action and that the need for action came to the district's attention after the posting of the agenda. If less than two-thirds of the Board members are present at the meeting, a unanimous vote of all members present is required. (Government Code 54954.2)

2. Determination that a closed session is necessary during an emergency meeting. If less than two-thirds of the Board members are present, a unanimous vote of all members present is required. (Government Code 54956.5)

(cf. 9320 - Meetings and Notices)
(cf. 9321 - Closed Session ~~Purposes and Agendas~~)

Actions Requiring a Four-Fifths Vote of the Board~~:~~

Note: For an action requiring a four-fifths vote to pass, a three-member board will need a unanimous vote in favor of the item, a five-member board will need four board members to vote in favor of the item, and a seven-member board will need six board members to vote in favor of the item.

~~1. Expenditure and transfer of necessary funds and use of district property or personnel to meet a national or local emergency created by war, military, naval, or air attack, or sabotage, or to provide for adequate national or local defense (Government Code 53790-53792)~~

~~*(cf. 3110 - Transfer of Funds)*~~

ACTIONS BY THE BOARD (continued)

~~2.~~**1.** Resolution for district borrowing based on issuance of notes, tax anticipation warrants, or other evidences of indebtedness, in an amount up to 50 percent of the district's estimated income and revenue for the fiscal year or the portion not yet collected at the time of the borrowing (Government Code 53822, 53824)

~~3.~~**2.** Resolution for district borrowing, between July 15 and August 30 of any fiscal year, of up to 25 percent of the estimated income and revenue to be received by the district during that fiscal year from apportionments based on ADA for the preceding school year (Government Code 53823-53824)

~~4.~~**3.** Declaration of an emergency in order to authorize the district to include a particular brand name or product in a bid specification (Public Contract Code 3400)

(cf. 3311 - Bids)

Note: Item ~~#5~~ **#4** is for use by districts governed by a five-member or seven-member board.

Items #4-5 are for use by districts that have elected to use an alternative procedure for awarding contracts for public works projects pursuant to the UPCCAA. For further information, see BP 3311.1 - Uniform Public Construction Cost Accounting Procedures.

~~5.~~**4.** When the district has a five-member or seven-member Board **and has adopted the procedures set forth in UPCCAA**, action to respond to an emergency facilities condition without giving notice for bids to let contracts, including the repair or replacement of district facilities, the taking of any other action that is directly related to and immediately required by that emergency, the procurement of the necessary equipment, services, and supplies for those purposes, the delegation of authority to the Superintendent or designee to take such action, and the determination during a regular Board meeting of the need to continue the action (Public Contract Code 22035, 22050)

~~Note: AB 2249 (Ch. 169, Statutes of 2018) amended Public Contract Code 22034 to change the thresholds for public works projects bid pursuant to the Uniform Public Construction Cost Accounting Act, thereby increasing the amount requiring board resolution, as provided in item #6.~~

~~6.~~**5.** Resolution to award a contract for a public works project at $212,500 or less to the lowest responsible bidder, when the district is using the informal process authorized under the ~~Uniform Public Construction Cost Accounting Act~~ **UPCCAA** for projects of $200,000 or less, all bids received are in excess of $200,000, and the Board determines that the district's cost estimate was reasonable (Public Contract Code 22034)

~~*(cf. 3311.1 - Uniform Public Construction Cost Accounting Procedures)*~~

ACTIONS BY THE BOARD (continued)

Action Requiring a Four-Fifths Vote of the Board Members Present at the Meeting

A four-fifths vote of the Board members present at the meeting shall be required to approve the expenditure and transfer of necessary funds and use of district property or personnel to meet a national or local emergency created by war, military, naval, or air attack, or sabotage, or to provide for adequate national or local defense**.** (Government Code 53790-53792)

(cf. 3110 - Transfer of Funds)

Actions Requiring a Unanimous Vote of the Board~~:~~

1. Resolution authorizing and prescribing the terms of a lease of district property for extraction and taking of gas not associated with oil (Education Code 17510-17511)

2. Authorization of the use of day labor or force account, or waiver of the competitive bid process pursuant to Public Contract Code 20111, when the Board determines that an emergency exists requiring the repair, alteration, work, or improvement to any facility to permit the continuance of existing classes or to avoid danger to life or property, and upon approval of the County Superintendent of Schools (Public Contract Code 20113)

Action Requiring a Unanimous Vote of the Board Members Present at the Meeting:

1. Private sale of surplus property without advertisement in order to establish that such property is not worth more than $2,500. Disposal of surplus property or donation to a charitable organization requires the unanimous vote of the Board members present to establish that the value of such property would not defray the cost of arranging its sale. (Education Code 17546)

(cf. 3270 - Sale and Disposal of Books, Equipment and Supplies)

(10/16 3/19) 10/20

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Exhibit 1

ACTIONS REQUIRING A SUPER MAJORITY VOTE

Actions Requiring a Two-Thirds Vote of the Board:

1. Resolution declaring intention to sell or lease real property (Education Code 17466)

(cf. 3280 - Sale or Lease of District-Owned Real Property)

2. Resolution declaring intent of Board of Education to convey or dedicate property to the state or any political subdivision for the purposes specified in Education Code 17556 (Education Code 17557)

3. Resolution authorizing and directing the Board president, or any other presiding officer, secretary, or member, to execute a deed of dedication or conveyance of property to the state or a political subdivision (Education Code 17559)

4. Lease, for up to three months, of school property which has a residence on it and which cannot be developed for district purposes because funds are unavailable (Education Code 17481)

5. Request for temporary borrowing pursuant to Government Code 53820-53833, to pay district obligations incurred before the receipt of district income for the fiscal year sufficient to meet the payment(s) (Government Code 53821)

6. Upon complying with Government Code 65352.2 and Public Resources Code 21151.2, action to render city or county zoning ordinances inapplicable to a proposed use of the property by the district (Government Code 53094)

(cf. 7131 - Relations with Local Agencies)

(cf. 7150 - Site Selection and Development)

(cf. 7160 - Charter School Facilities)

7. When the district is organized to serve only grades K-8 and seeks to establish a community day school for any of grades K-8 (Education Code 48660)

(cf. 6185 - Community Day School)

8. When the district has an average daily attendance (ADA) of 2,500 or less and seeks to situate a community day school on an existing school site, certification that satisfactory alternative facilities are not available for a community day school (Education Code 48661)

9. When the district is organized to serve only grades K-8 and seeks to situate a community day school on an existing school site, certification that satisfactory alternative facilities are not available for a community day school (Education Code 48661)

10. When the district desires to operate a community day school to serve any of grades K-6 (and no higher grades) on an existing school site, certification that satisfactory alternative facilities are not available for a community day school (Education Code 48661)

11. Resolution of intent to issue general obligation bonds with the approval of 55 percent of the voters of the district (Education Code 15266)

(cf. 7214 - General Obligation Bonds)

12. Resolution of intent to issue bonds within a school facilities improvement district with the approval of 55 percent of the voters of the school facilities improvement district (Education Code 15266)

(cf. 7213 - School Facilities Improvement Districts)

13. Resolution to place a parcel tax on the ballot (Government Code 53724)

14. Resolution of necessity to proceed with an eminent domain action and, if the Board subsequently desires to use the property for a different use than stated in the resolution of necessity, a subsequent resolution so authorizing the different use (Code of Civil Procedure 1245.240, 1245.245)

Actions Requiring a Two-Thirds Vote of the Board Members Present at the Meeting:

1. Determination that there is a need to take immediate action and that the need for action came to the district's attention after the posting of the agenda. If less than two-thirds of the Board members are present at the meeting, a unanimous vote of all members present is required. (Government Code 54954.2)

2. Determination that a closed session is necessary during an emergency meeting. If less than two-thirds of the Board members are present, a unanimous vote of all members present is required. (Government Code 54956.5)

(cf. 9320 - Meetings and Notices)

(cf. 9321 - Closed Session Purposes and Agendas)

Actions Requiring a Four-Fifths Vote of the Board:

1. Expenditure and transfer of necessary funds and use of district property or personnel to meet a national or local emergency created by war, military, naval, or air attack, or sabotage, or to provide for adequate national or local defense (Government Code 53790-53792)

(cf. 3110 - Transfer of Funds)

2. Resolution for district borrowing based on issuance of notes, tax anticipation warrants, or other evidences of indebtedness, in an amount up to 50 percent of the district's estimated income and revenue for the fiscal year or the portion not yet collected at the time of the borrowing (Government Code 53822, 53824)

3. Resolution for district borrowing, between July 15 and August 30 of any fiscal year, of up to 25 percent of the estimated income and revenue to be received by the district during that fiscal year from apportionments based on ADA for the preceding school year (Government Code 53823-53824)

4. Declaration of an emergency in order to authorize the district to include a particular brand name or product in a bid specification (Public Contract Code 3400)

(cf. 3311 - Bids)

5. Resolution to award a contract for a public works project at $187,500 or less to the lowest responsible bidder, when the district is using the informal process authorized under the Uniform Public Construction Cost Accounting Act for projects of $175,000 or less, all bids received are in excess of $175,000, and the Board determines that the district's cost estimate was reasonable (Public Contract Code 22034)

Actions Requiring a Unanimous Vote of the Board:

1. Resolution authorizing and prescribing the terms of a community lease for extraction of gas (Education Code 17510-17511)

2. Waiver of the competitive bid process pursuant to Public Contract Code 20111 when the Board determines that an emergency exists and upon approval of the County Superintendent of Schools (Public Contract Code 20113)

Action Requiring a Unanimous Vote of the Board Members Present at the Meeting:

1. Private sale of surplus property without advertisement in order to establish that such property is not worth more than $2,500. Disposal of surplus property in the local dump or donation to a charitable organization requires the unanimous vote of the Board members present to establish that the value of such property would not defray the cost of arranging its sale. (Education Code 17546)

(cf. 3270 - Sale and Disposal of Books, Equipment and Supplies)

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: March 11, 2021

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: RESOLUTION NO. 20/21-0021 OF THE BOARD OF EDUCATION OF THE SAN YSIDRO SCHOOL DISTRICT AUTHORIZING THE EXECUTION AND DELIVERY OF THE SAN YSIDRO ELEMENTARY SCHOOL DISTRICT 2021 CERTIFICATES OF PARTICIPATION IN AN AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED $16,500,000, AUTHORIZING THE DISTRIBUTION OF AN OFFICIAL STATEMENT IN CONNECTION THEREWITH, AND AUTHORIZING THE EXECUTION OF VARIOUS DOCUMENTS AND RELATED ACTIONS

BACKGROUND INFORMATION:
On January 25, 2012, the San Ysidro School District issued the 2012 Certificates of Participation ("2012 COPs") in an aggregate principal amount of $10,409,715. Payments for the 2012 COPs, along with Certificates of Participation issued by the District in 2015 and 2016 (the "2015 COPs" and "2016 COPs," respectively), are supported by special tax revenues that have been pledged through pledge agreements, as amended, with each of District's three community facilities districts (the "CFDs"). Current projections indicate that the collection of special taxes will be insufficient to make the entirety of currently outstanding payments on all three COPs by fiscal year 2034-35. This would mean that the balance of payments due would need to be made from the District's General Fund.

In order to ensure that future COP payments are able to be made entirely from special tax revenues, the District intends to prepay the 2012 COPs. Because the 2012 COPs have a special optional prepayment provision, they are only eligible to be currently prepaid through the issuance of Mello-Roos special tax bonds or general obligation bonds issued by the District. As a result, Community Facilities District No. 3 of the San Ysidro School District will issue its 2021 Special Tax Bonds (the "CFD No. 3 Bonds") to prepay the 2012 COPs in order to restructure the District's future debt service payments to better correspond to projected special tax revenues. Proceeds generated in excess of costs and the prepayment amount will be available for District projects.

Under the pledge agreements, the special taxes collected within the CFDs must be pledged to certificates of participation of the District in order to be paid on a parity basis with the payments made on the District's 2015 COPs and 2016 COPs. As a result, concurrently with the issuance of the CFD No. 3 Bonds, the District will execute and deliver its 2021 Certificates of Participation, the proceeds of which will be used to purchase the CFD No. 3 Bonds, thus providing CFD No. 3 with the moneys to prepay the 2012 COPs and finance future District projects. The 2021 COPs will be executed and delivered pursuant to the terms of a Trust Agreement by and among the District, the San Ysidro Schools Public Financing Corporation (the "Corporation") and U.S. Bank National Association, as trustee (the "Trustee").

In order to effect the execution and delivery of the 2021 COPs, the District will need to lease the Ocean View Hills Elementary School (the "Property") to the Corporation pursuant to the terms of a Site Lease (the "Site Lease"), and then sublease the Property back from the Corporation pursuant to the terms of a Lease Agreement (the "Lease Agreement") in exchange for annual lease payments to be made by the District from the special tax revenues. The Corporation will then assign those lease payments to the Trustee for the 2021 COPs, and the lease payments will then be used by the Trustee to make the payments of principal and interest due on the 2021 COPs.

BACKGROUND INFORMATION: (Continued)

The execution and delivery of the 2021 COPs will also require: (i) a Certificate Purchase Agreement, pursuant to which the 2021 COPs will be sold to Stifel, Nicolaus & Company, Incorporated, as the underwriter for the 2021 COPs, (ii) a Continuing Disclosure Certificate, pursuant to which the District will agree to report certain information annually and to report the occurrence of certain enumerated events, (iii) a Preliminary Official Statement, which contains all material information relating to the District, the 2021 COPs, the CFDs and the sources of repayment for the 2021 COPs, and which the Underwriter will use to market the 2021 COPs, (iv) a Local Obligation Purchase Contract, pursuant to which the District will purchase the CFD No. 3 Bonds, and (v) an Escrow Agreement, pursuant to which a portion of the proceeds of the CFD No. 3 Bonds will be used to prepay the 2012 COPs.

The District Resolution authorizes the execution and delivery of the 2021 COPs and approves the forms of the associated Site Lease, Lease Agreement, Trust Agreement, Continuing Disclosure Certificate, Preliminary Official Statement, Certificate Purchase Contract, Local Obligation Purchase Contract and Escrow Agreement. The District Resolution also approves the Pledge Agreement amendments and the Special Tax Pooling Agreement, all of which are discussed in greater detail in the CFD Resolutions section below. The District Resolution further authorizes District staff to obtain commitments from municipal bond insurers for the purpose of obtaining an insurance policy and/or a reserve policy for the 2021 COPs, both of which may reduce the borrowing costs of the District in connection with the 2021 COPs.

The 2021 COPs will be executed and delivered in an amount not to exceed $16.5 million, and Exhibit A to the District Resolution contains certain good faith estimates that reflect the current estimates for the 2021 COPs.

The San Diego County Office of Education and its financial advisor conducted a review of the proposed financing under Education Code 17150.1 and 42133(a) and has determined that repayment of principal and interest on the new 2021 Certificates of Participation is probable.

RECOMMENDATION:
Approve and Adopt Resolution No. 20/21-0021. *The District's bond counsel will be available to provide a brief explanation and answer any questions the Governing Board may have.*

LCAP GOAL AND ACTION/SERVICE (please indicate):

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

Financial Implications?	Are funds for this item available in the 2020-2021 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

RESOLUTION NO. 20/21-0021

RESOLUTION OF THE BOARD OF EDUCATION OF THE SAN YSIDRO SCHOOL DISTRICT AUTHORIZING THE EXECUTION AND DELIVERY OF THE SAN YSIDRO ELEMENTARY SCHOOL DISTRICT 2021 CERTIFICATES OF PARTICIPATION IN AN AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED $16,500,000, AUTHORIZING THE DISTRIBUTION OF AN OFFICIAL STATEMENT IN CONNECTION THEREWITH, AND AUTHORIZING THE EXECUTION OF VARIOUS DOCUMENTS AND RELATED ACTIONS

WHEREAS, the San Ysidro School District (the "School District") is a school district duly organized and existing under and pursuant to the Constitution and laws of the State of California (the "State");

WHEREAS, the School District previously caused the execution and delivery of its 2012 Certificates of Participation (the "2012 Certificates") for the purpose of financing the acquisition, construction and installation of certain capital improvements (the "Project");

WHEREAS, in connection with the execution and delivery of the 2012 Certificates, the School District entered into certain pledge agreement amendments with each of its three community facilities districts (the "Community Facilities Districts") for the purpose of pledging special taxes collected from within the Community Facilities Districts (the "Special Taxes") to the payments due on the 2012 Certificates, which pledge agreement amendments amended certain pledge agreements previously entered into by and between the School District and the Community Facilities Districts (as amended, the "Pledge Agreements");

WHEREAS, the School District subsequently caused the execution and delivery of its 2015 Certificates of Participation and its 2016 Certificates of Participation (the "Outstanding Certificates");

WHEREAS, pursuant to further amendments to the Pledge Agreements, the Special Taxes are pledged to the Outstanding Certificates on a parity with the 2012 Certificates;

WHEREAS, the 2012 Certificates are subject to special optional prepayment at any time from the proceeds of any "Mello-Roos special tax bonds" issued by, or on behalf of, or for the benefit of the School District;

WHEREAS, the Pledge Agreements prohibit the Community Facilities Districts from pledging the Special Taxes to the School District on a parity basis with the Outstanding Certificates except for the purpose of securing the payments on certificates of participation of the School District;

WHEREAS, Community Facilities District No. 3 of the San Ysidro School District ("CFD No. 3") expects to issue special tax bonds (the "CFD No. 3 Bonds"), which will constitute "Mello-Roos special tax bonds" for purposes of the special optional prepayment provision of the 2012 Certificates, the proceeds of which will be used to defease and prepay the 2012 Certificates and finance additional authorized facilities;

WHEREAS, the School District will cause the execution and delivery of its 2021 Certificates of Participation (the "Certificates") for the purpose of acquiring the CFD No. 3 Bonds pursuant to a Local Obligation Purchase Contract by and between the School District and CFD No. 3 (the "Local Obligation Purchase Contract"), which Certificates will be secured by the Special Taxes on a parity with the payments due on the Outstanding Certificates;

WHEREAS, in order to facilitate the execution and delivery of the Certificates, the School District will lease certain real property and the improvements described herein (the "Property") to the San Ysidro Schools Public Financing Corporation (the "Corporation") pursuant to a Site Lease (the "Site Lease") to be entered into by and between the School District and the Corporation, and will sublease the Property back from the Corporation pursuant to the Lease Agreement to be entered into by and between the School District and the Corporation (the "Lease Agreement");

WHEREAS, the Certificates will evidence direct, fractional undivided interests in the lease payments to be made under the Lease Agreement;

WHEREAS, the School District and the Corporation have determined that it would be in the best interests of the School District and the Corporation to cause the Certificates to be executed and delivered pursuant to a Trust Agreement (the "Trust Agreement") to be entered into by and among U.S. Bank National Association (the "Trustee"), the Corporation and the School District;

WHEREAS, all rights to receive the lease payments will be assigned, without recourse, by the Corporation to the Trustee pursuant to an Assignment Agreement to be entered into by such parties;

WHEREAS, in consideration of such assignment and the execution of the Trust Agreement, the Trustee will execute and deliver the Certificates, each evidencing a direct, fractional undivided interest in the lease payments to be paid under the Lease Agreement;

WHEREAS, a form of Certificate Purchase Agreement (the "Purchase Agreement") relating to the Certificates has been prepared whereby the School District will sell the Certificates to Stifel, Nicolaus & Company, Incorporated (the "Underwriter");

WHEREAS, Rule 15c2-12 promulgated under the Securities Exchange Act of 1934, as amended ("Rule 15c2-12"), requires that, in order to be able to purchase or sell the Certificates, the underwriter thereof must have reasonably determined that the School District has undertaken in a written agreement or contract for the benefit of the holders of the Certificates to provide disclosure of certain financial information and certain listed events on an ongoing basis;

WHEREAS, in order to comply with Rule 15c2-12, the School District proposes to enter into a Continuing Disclosure Certificate (the "Continuing Disclosure Certificate");

WHEREAS, a form of the Preliminary Official Statement (the "Preliminary Official Statement") to be distributed in connection with the public offering of the Certificates has been prepared;

WHEREAS, an Escrow Agreement (the "Escrow Agreement"), by and between the School District and U.S. Bank National Association, as escrow bank (the "Escrow Bank"), has been prepared to effect the prepayment of the 2012 Certificates;

WHEREAS, each of Community Facilities District No. 1 of the San Ysidro School District (CFD No. 1"), Community Facilities District No. 2 of the San Ysidro School District ("CFD No. 2") and CFD No. 3 will enter into further amendments to the Pledge Agreements (the "2021 Pledge Agreement Amendments") with the School District to pledge the Special Taxes to the Certificates on a parity with the pledge of such Special Taxes to the Outstanding Certificates;

WHEREAS, CFD No. 1, CFD No. 2, CFD No. 3 and the School District will enter into a Special Tax Pooling Agreement (the "Special Tax Agreement") pursuant to which each of such parties will agree that the Special Taxes, once collected and following the payment of certain administrative expenses, shall be transferred by the School District to the Trustee for application in accordance with the terms of the Special Tax Agreement and the Pledge Agreements, as amended by the 2021 Pledge Agreement Amendments;

WHEREAS, the Board of Education of the School District (the "Board") has been presented with the form of each document referred to herein relating to the actions contemplated hereby, and the Board has examined and approved each document and desires to authorize and direct the execution of such documents and the consummation of such actions;

WHEREAS, in accordance with Government Code Section 5852.1, there has been presented to this Board and disclosed to the public certain good faith estimates provided to the School District by its municipal advisor with respect to the Certificates, as set forth in Exhibit A hereto, and the requirements of Section 5852.1 have been satisfied; and

WHEREAS, all acts, conditions and things required by the Constitution and laws of the State of California to exist, to have happened and to have been performed precedent to and in connection with the consummation of the actions authorized hereby do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the School District is now duly authorized and empowered, pursuant to each and every requirement of law, to consummate such actions for the purpose, in the manner and upon the terms herein provided;

NOW, THEREFORE, this Board hereby ORDERS, RESOLVES, and DETERMINES, as follows:

SECTION 1. Recitals. All of the recitals herein contained are true and correct and the Board so finds.

SECTION 2. Approval of Site Lease. The form of the Site Lease, on file with the Clerk of the Board, is hereby approved, and each of the President of the Board, and such other members of the Board as the President may designate, the Superintendent of the School District, the Chief Business Official of the School District, and such other officers or employees of the School District as the Superintendent or the Chief Business Official may designate (collectively, the "Authorized Officers"), acting alone, is hereby authorized and directed, for and in the name and on behalf of the School District, to execute and deliver the Site Lease in substantially said form, with such changes therein as the Authorized Officer executing the same may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

SECTION 3. Approval of Lease Agreement. The form of the Lease Agreement, on file with the Clerk of the Board, is hereby approved, and each of the Authorized Officers, acting alone, is hereby authorized and directed, for and in the name and on behalf of the School District, to execute

and deliver the Lease Agreement in substantially said form, with such changes therein as the Authorized Officer executing the same may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof; provided, however, that the aggregate amount of the principal components of the lease payments payable under the Lease Agreement shall not exceed $16,500,000, the term of the Lease Agreement shall end on or before September 1, 2050 (provided that such initial term may be extended as provided therein) and the rate applicable to any interest component of the lease payments payable under the Lease Agreement shall not exceed 6% per annum. The Property to be leased under the Site Lease and the Lease Agreement shall consist of the Ocean View Hills School, and/or such other or additional school sites and facilities of the School District as are selected by the Superintendent or the Chief Business Official and are determined by such official to have an annual fair rental value at least equal to the annual lease payments to be made under the Lease Agreement. The Board hereby determines that the lease payments due under the Lease Agreement in each fiscal year are reasonable and will not exceed the fair rental value of the Property to the School District in each fiscal year and that each individual lease payment will be accompanied by consideration received by the School District corresponding to that payment. The Board finds and determines based on the value of the Ocean View Hills School that the annual fair rental value of the property is not less than $1.3 million.

SECTION 4. Approval of Trust Agreement. The form of Trust Agreement, on file with the Clerk of the Board, is hereby approved, and each of the Authorized Officers, acting alone, is hereby authorized and directed, for and in the name and on behalf of the School District, to execute and deliver the Trust Agreement in substantially said form, with such changes therein as the Authorized Officer executing the same may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

SECTION 5. Bond Insurance. Each of the Authorized Officers, acting alone, is hereby authorized (a) to solicit bids for a municipal bond insurance policy and a reserve fund surety policy, (b) to negotiate the terms of such policies, (c) to finalize the form of such policies with one or more municipal bond insurers, and (d) to pay the insurance premium of such policies from the proceeds of the sale of the Certificates provided that such Authorized Officer determines, based on the advice of the School District's municipal advisor, that the net present value savings in interest costs resulting from the municipal bond insurance policy exceeds the premium cost of such policy.

SECTION 6. Approval of Execution and Delivery of Certificates of Participation. The execution and delivery of the Certificates evidencing principal in an aggregate amount not to exceed $16,500,000, payable in the years and in the amounts, and evidencing interest in accordance with the 6% limitation set forth in Section 3 above and as specified in the Trust Agreement as finally executed, are hereby authorized and approved.

SECTION 7. Terms and Conditions of Sale; Approval of Certificate Purchase Agreement. The Certificates shall be sold as a negotiated sale to the Underwriter. The form of the Purchase Agreement by and between the School District and the Underwriter is hereby approved and each of the Authorized Officers, acting alone, is hereby authorized and directed to approve, execute and deliver the Purchase Agreement, substantially in the form on file with the Clerk of the Board, with such changes therein as the Authorized Officer executing the same may require or approve, with such approval to be conclusively evidenced by the execution and delivery thereof; provided, however, that the Underwriter's discount, excluding original issue discount or premium on the Certificates, shall not exceed 1.20% of the aggregate of principal amount of Certificates sold pursuant to the Purchase

Agreement. Each Authorized Officer is further authorized to determine the principal amount of the Certificates to be sold pursuant to the Purchase Agreement, up to $16,500,000.

SECTION 8. Approval of Continuing Disclosure Certificate. The form of Continuing Disclosure Certificate, on file with the Clerk of the Board, is hereby approved, and each of the Authorized Officers, acting alone, is hereby authorized and directed, for and in the name and on behalf of the School District, to execute and deliver the Continuing Disclosure Certificate in substantially said form, with such changes therein as the Authorized Officer executing the same may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

SECTION 9. Approval of Preliminary Official Statement. The form of Preliminary Official Statement, on file with the Clerk of the Board, is hereby approved, together with such changes therein as may be approved by an Authorized Officer as necessary to cause the Preliminary Official Statement, as of its date, not to contain any untrue statement of a material fact or to omit to state a material fact. The Authorized Officers are authorized and directed to make necessary changes to the Preliminary Official Statement to include the most recently Board-approved financial information available at the time the Preliminary Official Statement is finalized. The use of the Preliminary Official Statement in connection with the offering and sale of the Certificates is hereby authorized and approved. Each of the Authorized Officers, acting alone, is hereby authorized to certify on behalf of the School District that the Preliminary Official Statement is deemed final as of its date, within the meaning of Rule 15c2-12 (except for the omission of certain final pricing, rating and related information as permitted by Rule 15c2-12).

SECTION 10. Approval of Official Statement. The preparation and delivery of an Official Statement, and its use by the Underwriter in connection with the offering and sale of the Certificates, is hereby authorized and approved. The Official Statement shall be in substantially the form of the Preliminary Official Statement with such changes, insertions and deletions as may be approved by an Authorized Officer, such approval to be conclusively evidenced by the delivery thereof to the Underwriter. The Authorized Officers are each hereby authorized and directed, for and in the name of and on behalf of the School District, to execute the final Official Statement and any amendment or supplement thereto and to cause the final Official Statement and any such amendment or supplement to be delivered to the Underwriter.

SECTION 11. Approval of Escrow Agreement. The form of the Escrow Agreement, on file with the Clerk of the Board, is hereby approved, and each of the Authorized Officers, acting alone, is hereby authorized and directed, for and in the name and on behalf of the School District, to execute and deliver the Escrow Agreement in substantially said form, with such changes therein as the Authorized Officer executing the same may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

SECTION 12. Approval of Local Obligation Purchase Contract. The form of the Local Obligation Purchase Contract, on file with the Clerk of the Board, and the acquisition of the CFD No. 3 Bonds from CFD No. 3, is hereby approved, and each of the Authorized Officers, acting alone, is hereby authorized and directed, for and in the name and on behalf of the School District, to execute and deliver the Local Obligation Purchase Contract in substantially said form, with such changes therein as the Authorized Officer executing the same may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

SECTION 13. Approval of 2021 Pledge Agreement Amendments. The form of the 2021 Pledge Agreement Amendments, on file with the Clerk of the Board, is hereby approved, and each of the Authorized Officers, acting alone, is hereby authorized and directed, for and in the name and on behalf of the School District, to execute and deliver such amendments in substantially said form, with such changes therein as the Authorized Officer executing the same may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

SECTION 14. Approval of Special Tax Agreement. The form of the Special Tax Agreement, on file with the Clerk of the Board, is hereby approved, and each of the Authorized Officers, acting alone, is hereby authorized and directed, for and in the name and on behalf of the School District, to execute and deliver the Special Tax Agreement in substantially said form, with such changes therein as the Authorized Officer executing the same may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

SECTION 15. Official Action. Each of the Authorized Officers, acting alone, is hereby authorized and directed to do any and all things which they may deem necessary or advisable in order to consummate the transactions herein authorized, including undertaking of any and all actions, and the execution and delivery of any and all documents, necessary to effect the prepayment of the 2012 Certificates, the execution and delivery of the 2021 Pledge Agreement Amendments and the Special Tax Agreement and the acquisition of the CFD No. 3 Bonds, and also including the execution of termination agreements for the leases and agreements executed with respect to the 2012 Certificates, and otherwise to carry out, give effect to and comply with the terms and intent of this Resolution.

SECTION 16. Prior Actions. All actions heretofore taken by the officers, employees and agents of the School District with respect to the transactions described herein are hereby approved, confirmed and ratified.

SECTION 17. Retention of Services. Each of the Authorized Officers is authorized to provide for all services necessary to effect the execution and delivery of the Certificates. Such services shall include, but are not limited to, obtaining bond and disclosure counsel services, other legal services, municipal advisor services, trustee services and any other services deemed by an Authorized Officer to be appropriate and necessary to effect the execution and delivery of the Certificates. Any one of the Authorized Officers is authorized to pay for the cost of such services, together with other costs of issuance for the Certificates, from the proceeds of the Certificates, and to execute and any all agreements required to obtain such services.

SECTION 18. Good Faith Estimates. In accordance with Government Code Section 5852.1, good faith estimates of the following have been obtained from the School District's municipal advisor and are set forth on Exhibit A attached hereto: (a) the true interest cost of the Certificates, (b) the sum of all fees and charges paid to third parties with respect to the Certificates, including an estimate of the Costs of Issuance, (c) the amount of proceeds of the Certificates expected to be received net of the fees and charges paid to third parties and any reserves or capitalized interest paid or funded with proceeds of the Certificates, and (d) the sum total of all debt service payments on the Certificates calculated to the final maturity of the Certificates plus the fees and charges paid to third parties not paid with the proceeds of the Certificates. The Board finds and determines that the provisions of Government Code Section 5852.1 have been satisfied with respect to the authorization of the Certificates.

SECTION 19. Effective Date. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED by the Board of Education of the San Ysidro School District of San Diego County, California, this 11th day of March, 2021 by the following vote:

AYES: Members

NOES: Members

ABSTAIN: Members

ABSENT: Members

- - - - - - - - - - - - - - -

STATE OF CALIFORNIA)
)ss
COUNTY OF SAN DIEGO)

I, Gina A. Potter, Ed.D., Clerk to the Board of Education of the San Ysidro School District, County of San Diego, State of California, do hereby certify that the foregoing is a true copy of a resolution adopted by said Board of Education at a regular meeting thereof, at the time and by the vote therein stated, which original resolution is on file in the Office of said Board.

_____ _____

Date Secretary of the Board of Education

EXHIBIT A

GOOD FAITH ESTIMATES

The good faith estimates set forth herein are provided with respect to the Certificates in accordance with California Government Code Section 5852.1. Such good faith estimates have been provided to the School District by the municipal advisor, Dale Scott & Company, Inc. (the "Municipal Advisor").

Principal Amount. The Municipal Advisor has informed the School District that, based on the School District's financing plan and current market conditions, its good faith estimate of the aggregate principal amount of the Certificates to be sold is $14,415,000 (the "Estimated Principal Amount"), and including net premium of $2,415,261, totaling $16,830,261.

True Interest Cost of the Certificates. The Municipal Advisor has informed the School District that, assuming that the Estimated Principal Amount of the Certificates is sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the true interest cost of the Certificates, which means the rate necessary to discount the amounts payable on the respective principal and interest payment dates to the purchase price received for the Certificates, is 2.75%.

Finance Charge of the Certificates. The Municipal Advisor has informed the School District that, assuming that the Estimated Principal Amount of the Certificates is sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the finance charge for the Certificates, which means the sum of all fees and charges paid to third parties (or costs associated with the Certificates), is $661,136.

Amount of Proceeds to be Received. The Municipal Advisor has informed the School District that, assuming that the Estimated Principal Amount of the Certificates is sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the amount of proceeds expected to be received by the School District for sale of the Certificates, less the finance charge of the Certificates, as estimated above, and any reserves or capitalized interest paid or funded with proceeds of the Certificates, is $15,859,545.

Total Payment Amount. The Municipal Advisor has informed the School District that, assuming that the Estimated Principal Amount of the Certificates is sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the total payment amount, which means the sum total of all payments the School District will make to pay debt service on the Certificates, plus the finance charge for the Certificates, as described above, not paid with the proceeds of the Certificates, calculated to the final maturity of the Certificates, is $22,833,322.

PRELIMINARY OFFICIAL STATEMENT DATED _____, 2021

NEW ISSUE **RATINGS: S&P: "__" (Insured)**
Moody's "Baa2" (Underlying)
FULL BOOK-ENTRY **(See "MISCELLANEOUS — Ratings" herein)**

In the opinion of Stradling Yocca Carlson & Rauth, a Professional Corporation, Newport Beach, California ("Special Counsel"), under existing statutes, regulations, rulings and judicial decisions, and assuming the accuracy of certain representations and compliance with certain covenants and requirements described herein, interest (and original issue discount) with respect to the Certificates is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of calculating the federal alternative minimum tax imposed on individuals. In the further opinion of Special Counsel, interest (and original issue discount) with respect to the Certificates is exempt from State of California personal income tax. See "TAX MATTERS" herein.

$14,415,000*
2021 CERTIFICATES OF PARTICIPATION
Evidencing the Fractional Interests of the
Owners Thereof in Lease Payments to be Made by the
SAN YSIDRO SCHOOL DISTRICT
(San Diego County, California)

Dated: Date of Delivery **Due: September 1, as shown on the inside cover hereof**

The San Ysidro School District 2021 Certificates of Participation (the "Certificates") are being executed and delivered pursuant to a Trust Agreement, dated as of _____ 1, 2021 (the "Trust Agreement"), by and among U.S. Bank National Association, as trustee, the San Ysidro Schools Public Financing Corporation (the "Corporation") and the San Ysidro School District (the "District") to acquire and purchase the Community Facilities District No. 3 of the San Ysidro School District 2021 Special Tax Bonds (the "CFD No. 3 Bonds"). The proceeds of the CFD No. 3 Bonds will be used to (i) prepay the outstanding San Ysidro School District, 2012 Certificates of Participation, (ii) finance the costs of the acquisition, construction and installation of certain capital improvements, (iii) acquire a municipal bond insurance policy and a debt service reserve insurance policy for the Certificates, and (iv) pay the costs related to the execution and delivery of the Certificates. See the captions "THE FINANCING PLAN" and "ESTIMATED SOURCES AND USES OF PROCEEDS" herein.

Pursuant to a Site Lease, dated as of _____ 1, 2021, the District will lease certain property owned by the District as more particularly described herein (the "Property"), to the Corporation, and will lease the Property back from the Corporation pursuant to a Lease Agreement, dated as of _____ 1, 2021 (the "Lease"), by and between the Corporation and the District. The Certificates evidence fractional interests in Lease Payments to be made by the District, as lessee under the Lease. The District will covenant to budget and appropriate Lease Payments in each year in consideration of the use and occupancy of the Property from any source of legally available funds, and to take such action as may be necessary to include all Lease Payments in its annual budgets and to make the necessary annual appropriations therefor. See "SECURITY AND SOURCES OF PAYMENT OF THE CERTIFICATES — Lease Payments" herein. The District's obligation to make Lease Payments is subject to abatement in the event of the taking of, damage to or loss of use and possession of the Property. See "RISK FACTORS — Abatement."

Interest represented by the Certificates is payable semiannually on March 1 and September 1 of each year, commencing March 1, 2021. The Certificates will be delivered as fully registered certificates, without coupons, and when delivered will be registered in the name of The Depository Trust Company ("DTC"), New York, New York, or its nominee. DTC will act as securities depository for the Certificates. Ownership interests in the Certificates may be purchased in book-entry form only, in authorized denominations, as described in this Official Statement. See Appendix H — "BOOK-ENTRY ONLY SYSTEM."

The Certificates are subject to prepayment prior to their stated maturity as described herein. See "THE CERTIFICATES — Prepayment."

The scheduled payment of principal and interest with respect to the Certificates when due will be guaranteed under a municipal bond insurance policy to be issued concurrently with the delivery of the Certificates by_____ (the "Insurer"). See "MUNICIPAL BOND INSURANCE" herein.

[INSURER LOGO]

THE OBLIGATION OF THE DISTRICT TO MAKE LEASE PAYMENTS DOES NOT CONSTITUTE AN OBLIGATION OF THE DISTRICT FOR WHICH THE DISTRICT IS OBLIGATED TO LEVY OR PLEDGE ANY FORM OF TAXATION OR FOR WHICH THE DISTRICT HAS LEVIED OR PLEDGED ANY FORM OF TAXATION. NEITHER THE CERTIFICATES NOR THE OBLIGATION OF THE DISTRICT TO MAKE LEASE PAYMENTS CONSTITUTES A DEBT OF THE DISTRICT, THE STATE OF CALIFORNIA OR ANY OF ITS POLITICAL SUBDIVISIONS WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY DEBT LIMITATION OR RESTRICTION. THE OBLIGATION OF THE DISTRICT TO MAKE LEASE PAYMENTS IS SUBJECT TO THE DISTRICT'S BENEFICIAL USE AND POSSESSION OF THE PROPERTY.

This cover page of the Official Statement contains information for quick reference only. It is not a complete summary of the Certificates or the Lease. Investors must read the entire Official Statement to obtain information essential to the making of an informed investment decision. See "RISK FACTORS" herein.

The Certificates will be offered when, as and if issued and received by the Underwriter, subject to the approval of legality by Stradling Yocca Carlson & Rauth, a Professional Corporation, Newport Beach, California, Special Counsel. Certain matters will be passed on for the District by Stradling Yocca Carlson & Rauth, a Professional Corporation, Disclosure Counsel. Certain matters will be passed on for the Underwriter by its counsel, Kutak Rock LLP, Denver, Colorado. It is anticipated that the Certificates in definitive form will be available for delivery through the facilities of DTC on or about _____, 2021.

[STIFEL LOGO]

Dated: _____, 2021

* *Preliminary, subject to change.*

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. These securities may not be sold, nor may offers to buy them be accepted, prior to the time the Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of, these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful.

MATURITY SCHEDULE

$_____
2021 CERTIFICATES OF PARTICIPATION
Evidencing the Fractional Interests of the
Owners Thereof in Lease Payments to be Made by the
SAN YSIDRO SCHOOL DISTRICT
(San Diego County, California)

(BASE CUSIP[†] NO.: _____)

Maturity (September 1)	*Principal Amount*	*Interest Rate*	*Yield*	*Price*	*CUSIP[†] No.*

$_____ _____% Term Certificates due September 1, 20__ Yield: _____% Price: ____ CUSIP[†] No. ____

$_____ _____% Term Certificates due September 1, 20__ Yield: _____% Price: ____ CUSIP[†] No. ____

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SAN YSIDRO SCHOOL DISTRICT
(SAN DIEGO COUNTY, CALIFORNIA)

Board of Education

Antonio Martinez, *President*
Rudy Lopez, *Vice President*
Rosaleah Pallasigue, *Clerk*
Irene Lopez, *Member*
Humberto Gurmilan, *Member*

District Administrators

Gina A. Potter, Ed.D., *Superintendent*
Marilyn Adrianzen, *Chief Business Official*

PROFESSIONAL SERVICES

Special Counsel and Disclosure Counsel

Stradling Yocca Carlson & Rauth, a Professional Corporation
Newport Beach, California

Municipal Advisor

Dale Scott & Company, Inc.
San Francisco, California

Trustee

U.S. Bank National Association
Los Angeles, California

Escrow Agent
U.S. Bank National Association
Los Angeles, California

Verification Agent
Causey Demgen & Moore, P.C.
Denver, Colorado

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No dealer, broker, salesperson or other person has been authorized by the District or the Underwriter to give any information or to make any representations other than those contained herein. If given or made, such other information or representations must not be relied upon as having been authorized by the District or the Underwriter. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of the Certificates by a person in any jurisdiction in which it is unlawful for such person to make such an offer, solicitation or sale.

This Official Statement is not to be construed as a contract with the purchasers or owners of the Certificates. Statements contained in this Official Statement which involve estimates, forecasts or matters of opinion, whether or not expressly so described herein, are intended solely as such and are not to be construed as representations of fact.

The Underwriter has provided the following sentence for inclusion in this Official Statement:

"The Underwriter has reviewed the information in this Official Statement in accordance with, and as a part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information."

The information and expression of opinion herein are subject to change without notice and neither delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the District or any other parties described herein since the date hereof. This Official Statement is being submitted in connection with the sale of the Certificates referred to herein and may not be reproduced or used, in whole or in part, for any other purpose, unless authorized in writing by the District. All summaries of documents and laws are made subject to the provisions thereof and do not purport to be complete statements of any or all such provisions.

All information for investors regarding the District and the Certificates is contained in this Official Statement. While the District maintains an internet website for various purposes, none of the information on this website is intended to assist investors in making any investment decision or to provide any continuing information with respect to the Certificates or any other Certificates or obligations of the District.

Certain statements included or incorporated by reference in this Official Statement constitute "forward-looking statements" within the meaning of the United States Private Securities Litigation Reform Act of 1995, Section 21E of the United States Securities Exchange Act of 1934, as amended, and Section 27A of the United States Securities Act of 1933, as amended. Such statements are generally identifiable by the terminology used such as a "plan," "expect," "estimate," "project," "budget" or similar words. Such forward-looking statements include, but are not limited to, certain statements contained in the information under the captions "THE DISTRICT" and "DISTRICT FINANCIAL MATTERS" herein.

The achievement of certain results or other expectations contained in such forward-looking statements involves known and unknown risks, uncertainties and other factors which may cause actual results, performance or achievements described to be materially different from any future results, performance or achievements expressed or implied by such forward-looking statements. While the District has agreed to provide certain on-going financial and operating data for a limited period of time, it does not plan to issue any updates or revisions to those forward-looking statements if or when its expectations or events, conditions or circumstances on which statements are based change. See "CONTINUING DISCLOSURE" and Appendix F — "FORM OF CONTINUING DISCLOSURE CERTIFICATE" herein.

_____ ("_____") makes no representation regarding the Certificates or the advisability of investing in the Certificates. In addition, _____ has not independently verified, makes no representation regarding, and does not accept any responsibility for the accuracy or completeness of this Official Statement or any information or disclosure contained herein, or omitted herefrom, other than with respect to the accuracy of the information regarding _____ supplied by _____ and presented under the heading "MUNICIPAL BOND INSURANCE" and Appendix G — "SPECIMEN MUNICIPAL BOND INSURANCE POLICY."

WITH RESPECT TO THIS OFFERING, THE UNDERWRITER MAY ALLOT OR EFFECT TRANSACTIONS WHICH STABILIZE OR MAINTAIN THE MARKET PRICE OF THE CERTIFICATES AT LEVELS ABOVE THOSE THAT MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME. THE UNDERWRITER MAY OFFER AND SELL THE CERTIFICATES DESCRIBED HEREIN TO CERTAIN SECURITIES DEALERS AND DEALER BANKS AND BANKS ACTING AS AGENT AND OTHERS AT PRICES LOWER

THAN THE PUBLIC OFFERING PRICES STATED IN THIS OFFICIAL STATEMENT AND SAID PUBLIC OFFERING PRICES MAY BE CHANGED FROM TIME TO TIME BY THE UNDERWRITER.

THE CERTIFICATES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, IN RELIANCE UPON AN EXEMPTION CONTAINED IN SUCH ACT AND HAVE NOT BEEN REGISTERED OR QUALIFIED UNDER THE SECURITIES LAWS OF ANY STATE.

$14,415,000*
2021 Certificates of Participation
Evidencing the Fractional Interests of the
Owners Thereof in Lease Payments to be Made by the
SAN YSIDRO SCHOOL DISTRICT
(San Diego County, California)

INTRODUCTION

This Official Statement, which includes the cover page, inside cover and Appendices hereto, provides certain information concerning the sale and delivery of the San Ysidro School District 2021 Certificates of Participation (the "Certificates"), in the aggregate principal amount of $14,415,000*, evidencing the fractional interests of the registered owners thereof (the "Owners") in Lease Payments (as hereinafter defined) to be made by the San Ysidro School District (the "District") pursuant to a Lease Agreement, dated as of _____ 1, 2021 (the "Lease"), by and between the San Ysidro Schools District Public Financing Corporation (the "Corporation"), as lessor, and the District, as lessee, for the use and possession of the Ocean View Hills School, owned by the District (the "Property").

This introduction is not a summary of the Official Statement. It is only a brief description of and guide to, and is qualified by, more complete and detailed information contained in the entire Official Statement. Capitalized terms not defined herein shall have the meanings set forth in Appendix A hereto.

The District

The District is located in the southwesternmost region of San Diego County (the "County"), adjacent to the United States-Mexico border approximately 15 miles south of downtown San Diego, consisting primarily of the community of San Ysidro and unincorporated areas of the County and encompassing a population of approximately 44,000 residents. Most of the District's territory is located in the City of San Diego. The District provides education services in three transitional kindergarten (TK) through sixth grade elementary schools, two kindergarten through sixth grade elementary schools, and two seventh and eighth grade middle schools. In addition, the District includes a preschool and child development center. The enrollment for the District for fiscal year 2020-21 is approximately 4,500 preschool through eighth grade students.

The District is governed by a five-member Board of Education (the "Board"), each member of which is elected to a four-year term. Elections for positions to the Board are held every two years, alternating between two and three available positions. The management and policies of the District are administered by a Board appointed Superintendent who is responsible for the day-to-day operations and the supervision of other key personnel. See "THE DISTRICT."

Purpose of the Certificates

The proceeds received from the sale of the Certificates will be used to acquire and purchase the Community Facilities District No. 3 of the San Ysidro School District 2021 Special Tax Bonds (the "CFD No. 3 Bonds"). The proceeds of the CFD No. 3 Bonds will be used to (i) prepay the outstanding San Ysidro School District, 2012 Certificates of Participation (the "2012 Certificates"), (ii) to finance the costs of the acquisition, construction and installation of certain capital improvements (the "2021 Project"), (iii) to acquire a municipal bond insurance policy and a debt service reserve insurance policy for the Certificates, and (iv) to pay the costs related to the execution and delivery of the Certificates. See "THE FINANCING PLAN" and "ESTIMATED SOURCES AND USES OF PROCEEDS" herein.

* *Preliminary, subject to change.*

Security and Source of Payment of the Certificates

The Certificates are being executed and delivered pursuant to a Trust Agreement, dated as of _____ 1, 2021 (the "Trust Agreement"), by and among the District, the Corporation and U.S. Bank National Association, as trustee (the "Trustee"). The District is required under the Lease to pay Lease Payments for the use and possession of the Property, which is further described under the caption "THE PROPERTY" herein. The District is also required to pay any taxes and assessments and the cost of maintenance and repair of the Property.

Pursuant to an Assignment Agreement, dated as of _____ 1, 2021 (the "Assignment Agreement"), by and between the Corporation and the Trustee, the Corporation will assign to the Trustee, for the benefit of the Owners of the Certificates, substantially all of its rights under a Site Lease, dated as of _____ 1, 2021 (the "Site Lease"), by and between the District and the Corporation, pursuant to which the District will lease the Property to the Corporation, and under the Lease. The rights assigned include the Corporation's rights to receive and collect Lease Payments, Reserve Replenishment Rent and Prepayments from the District under the Lease and rights as may be necessary to enforce payment of Lease Payments, Reserve Replenishment Rent and Prepayments and to exercise all rights and remedies under the Lease following a default. All rights assigned by the Corporation pursuant to the Assignment Agreement shall be administered by the Trustee in accordance with the provisions of the Trust Agreement for the equal and proportionate benefit of all Owners.

The Certificates evidence fractional and undivided interests in the right to receive Lease Payments and Prepayments thereof to be made by the District to the Corporation under the Lease. The Lease Payments are designed to pay, when due, the principal and interest with respect to the Certificates. The District will covenant in the Lease that it will take such action as may be necessary to include the Lease Payments and other payments due under the Lease in its annual budgets and to make the necessary annual appropriations therefor. The District's obligation to make Lease Payments is subject to abatement in the event of the loss of use and possession of all or a portion of the Property due to its damage, destruction, title defect or taking by eminent domain. See "RISK FACTORS — Abatement" herein.

The obligation of the District to make Lease Payments does not constitute an obligation of the District for which the District is obligated to levy or pledge any form of taxation or for which the District has levied or pledged any form of taxation. Neither the Certificates nor the obligation of the District to make Lease Payments constitutes a debt of the District, the State or any of its political subdivisions within the meaning of any constitutional or statutory debt limitation or restriction.

Description of the Certificates

For a more complete description of the Certificates and the basic documentation pursuant to which they are being sold and delivered, see "THE CERTIFICATES" and Appendix A — "SUMMARY OF PRINCIPAL LEGAL DOCUMENTS" herein. The summaries and descriptions in this Official Statement of the Trust Agreement, the Lease, the Site Lease, the Assignment Agreement and other agreements relating to the Certificates are qualified in their entirety by the form thereof and the information with respect thereto included in such documents.

Prepayment. The Certificates are subject to prepayment prior to maturity. See "THE CERTIFICATES — Prepayment" herein.

Registration, Transfers and Exchanges. The Certificates will be executed and delivered as fully registered Certificates, registered in the name of Cede & Co. as nominee of The Depository Trust Company ("DTC"), and will be available to actual purchasers of the Certificates (the "Beneficial Owners") in the denominations set forth below, under the book-entry system maintained by DTC, only through brokers and dealers who are or act through DTC Participants as described herein. Beneficial Owners will not be entitled to receive physical delivery of the Certificates. See "THE CERTIFICATES — Book-Entry Only System" herein. In the event that the book-entry only system is no longer used with respect to the Certificates, the Certificates

will be registered and transferred in accordance with the provisions of the Trust Agreement. The Certificates may be held and transferred only in the minimum denominations of $5,000 and any integral multiple thereof.

Payments. Principal and interest due with respect to the Certificates are payable by the Trustee to DTC. Disbursement of such payments to DTC Participants is the responsibility of DTC and disbursement of such payments to the Beneficial Owners is the responsibility of DTC Participants. In the event that the book-entry only system is no longer used with respect to the Certificates, the Beneficial Owners will become the registered owners of the Certificates and will be paid principal and interest by the Trustee, all as described in the Trust Agreement. See "THE CERTIFICATES — General" herein.

Certificate Insurance

The scheduled payment of principal and interest evidenced by the Certificates when due will be guaranteed under an insurance policy (the "Policy") to be issued concurrently with the execution and delivery of the Certificates by _____ (the "Insurer" or "_____"). See "MUNICIPAL BOND INSURANCE" and Appendix G — "SPECIMEN MUNICIPAL BOND INSURANCE POLICY."

The Reserve Requirement for the Certificates will initially be satisfied by a debt service reserve insurance policy to be provided by the Insurer. See "SECURITY AND SOURCES OF PAYMENT OF THE CERTIFICATES—Reserve Fund" and Appendix A — "SUMMARY OF PRINCIPAL LEGAL DOCUMENTS — THE TRUST AGREEMENT—Reserve Fund."

Continuing Disclosure

The District will agree in the Continuing Disclosure Certificate for the benefit of Certificate Owners and Beneficial Owners to make available certain financial information and operating data relating to the District and to provide notices of the occurrence of certain enumerated events in compliance with Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission, as amended. The specific nature of the information to be made available and of the event notices to be provided is summarized below under the caption "CONTINUING DISCLOSURE" and Appendix F — "FORM OF CONTINUING DISCLOSURE CERTIFICATE" herein. For information concerning the District's compliance with its continuing disclosure undertakings over the past five years, see "CONTINUING DISCLOSURE" herein.

Professionals Involved in the Offering

U.S. Bank National Association, will act as Trustee with respect to the Certificates. The Certificates will be delivered subject to the approval as to their legality by Stradling Yocca Carlson & Rauth, a Professional Corporation, Newport Beach, California, Special Counsel. Stradling Yocca Carlson & Rauth, a Professional Corporation will also act as the District's Disclosure Counsel with respect to the Certificates. Dale Scott & Company, Inc. will act as Municipal Advisor to the District. The District's financial statements for the fiscal year ended June 30, 2019 are included as Appendix E hereto. Such financial statements have been audited by Wilkinson Hadley King & Co., LLP, CPAs and Advisors.

Certificate Owners' Risks

Certain events could affect the ability of the District to make the Lease Payments when due. See "RISK FACTORS" for a discussion of certain factors that should be considered, in addition to other matters set forth herein, in evaluating an investment in the Certificates.

Other Information

This Official Statement speaks only as of its date, and the information contained herein is subject to change.

The sale and delivery of the Certificates to potential investors is made only by means of this Official Statement.

Copies of the Lease, the Site Lease, the Trust Agreement, the Assignment Agreement and the Continuing Disclosure Certificate are available, upon request, and upon payment to the District of a charge for copying, mailing and handling, from the District at 4350 Otay Mesa Road, San Ysidro, California 92173.

This Official Statement contains brief descriptions of, among other things, the District, the Corporation, the Certificates, the Trust Agreement, the Lease, the Assignment Agreement, the Site Lease and certain other matters relating to the security for the Certificates. Such descriptions and information do not purport to be comprehensive or definitive. All references herein to documents and agreements are qualified in their entirety by reference to such documents, and agreements and references herein to the Certificates are qualified in their entirety by reference to the form thereof included in the Trust Agreement. Copies of such documents will be available for inspection at the principal office of the Trustee after delivery of the Certificates.

THE FINANCING PLAN

Purchase of the CFD No. 3 Bonds

The District expects to apply the proceeds received from the sale of the Certificates deposited in the Purchase Fund established under the Trust Agreement to the purchase of the CFD No. 3 Bonds.

Prepayment of the 2012 Certificates

A portion of the proceeds of the purchase of the CFD No. 3 Bonds will be deposited into an escrow fund (the "Escrow Fund") to prepay the outstanding 2012 Certificates. The Escrow Fund is to be created an maintained by U.S. Bank National Association, as escrow agent (the "Escrow Agent") pursuant to an Escrow Agreement, dated as of _____ 1, 2021 (the "Escrow Agreement") by and between the District and the Escrow Agent.

Moneys in the Escrow Fund will be held uninvested in cash. Causey, Demgen & Moore, P.C., independent certified public accountants, acting as verification agent with respect to the Escrow Fund, will certify, in writing, that the amounts in the Escrow Fund, along with the interest earnings thereon, will be sufficient to prepay the 2012 Certificates on _____, 2021 at the required prepayment price, together with accrued but unpaid interest thereon.

The 2021 Project

A portion of the proceeds of the purchase of the CFD No. 3 Bonds will be deposited into the Project Fund established under the Trust Agreement to finance the costs of the 2021 Project. The 2021 Project is not included as part of the Property under the Lease and Owners of the Certificates have no rights or remedies with respect to the 2021 Project.

THE PROPERTY

Pursuant to the Site Lease, the District is leasing the Property to the Corporation and, pursuant to the Lease, leasing the Property back from the Corporation. The Property consists of the District's Ocean View Hills School.

The Ocean View Hills School is located in the city of San Diego on a 20-acre site and is comprised of approximately 102,000 square feet of permanent school facilities, including 45 classrooms, multi-purpose rooms, library, and administration facilities. The construction of Ocean View Hills School was completed in

January 2005 and the District believes the insured value of the school is approximately $22.8 million. For fiscal year 2020-21, enrollment in Ocean View Hills School was 992 students in grades K-8.

THE CERTIFICATES

General

The Certificates will be executed in the aggregate principal amount of $14,415,000.* The Certificates will be dated their date of delivery, and will be delivered as registered Certificates without coupons in denominations of $5,000 each, and any integral multiple thereof. Interest with respect to the Certificates will be payable on each March 1 and September 1, commencing March 1, 2021 (each a "Certificate Payment Date"), at the rates per annum set forth on the inside cover page of this Official Statement. The Certificates will mature on September 1 in the designated years and in the principal amounts as set forth on the inside cover of this Official Statement.

If a Certificate is executed: (i) as of a Certificate Payment Date, interest will be payable from such Certificate Payment Date; (ii) after the close of business on the fifteenth day of the month preceding each Certificate Payment Date (whether or not a business day) (each, a "Record Date") and before the following Certificate Payment Date, interest will be payable from such following Certificate Payment Date; or (iii) on or prior to February 15, 2021, interest will be payable from the date of delivery of the Certificates. Interest with respect to the Certificates will be computed on the basis of a 360-day year comprised of twelve 30-day months.

The Certificates evidence and represent fractional and undivided interests of the Owners thereof in the Lease Payments and Prepayments thereof to be made by the District pursuant to the Lease. To the extent Lease Payments are abated or not made under the Lease and insurance proceeds or amounts in the Reserve Fund are not available to make such Lease Payments, all Certificate Owners will receive a proportionate reduction in their payments. See "RISK FACTORS — Abatement."

So long as the Certificates are held in book-entry form, principal and interest will be paid to DTC for disbursement to Beneficial Owners of interests in the Certificates in accordance with DTC's procedures. See "— Book-Entry Only System" below. In the event that the Certificates are no longer held in book-entry form, the following provisions will apply. Principal with respect to the Certificates will be payable upon surrender by the Certificate Owners thereof at the principal office of the Trustee. Interest with respect to the Certificates will be payable by check mailed by first class mail to the Certificate Owners of record as of the Record Date at the address shown on the Certificate registration books maintained by the Trustee for such purpose. Certificate Owners in an aggregate principal amount of $1,000,000 or more may, by providing written instruction to the Trustee, receive interest with respect to the Certificates by wire transfer.

Prepayment*

Optional Prepayment. The Certificates maturing on or after September 1, 20__, are subject to optional prepayment prior to their stated maturities on any date on or after _____ 1, 20__, in whole or in part, at the option of the District, from any lawfully available source of funds in the event the District exercises its option under the Lease to prepay the Principal Component of the Lease Payments (in integral multiples of $5,000), at a prepayment price equal to the Principal Component of the Lease Payments to be prepaid, plus accrued interest to the date fixed for prepayment, without premium.

In the event the District gives a notice to the Trustee of its intention to exercise its option to prepay Lease Payments, but does not deposit with the Trustee on or prior to the prepayment date an amount equal to the prepayment price, the prepayment of the Certificates shall not occur and the District shall not be required to

* *Preliminary, subject to change.*

prepay the Certificates and the District will continue to pay the Lease Payments as if no such notice had been given. See "—Prepayment Procedures" below.

Extraordinary Prepayment. The Certificates are subject to prepayment prior to their respective maturity dates on any date, in whole or in part, from Net Proceeds which the Trustee shall transfer to the Prepayment Fund as provided in the Lease at least 45 days prior to the date set for prepayment, at a prepayment price equal to the Principal Component of the Lease Payments to be prepaid, together with accrued interest to the date fixed for prepayment, without premium.

Mandatory Prepayment from Special Tax Prepayments. The Certificates are subject to extraordinary prepayment upon the redemption of CFD No. 3 Bonds that result from the prepayment of special taxes collected within Community Facilities District No. 3 of the San Ysidro School District. Because the payments of principal and interest on the Certificates are sized to match the payments of principal and interest due on the CFD No. 3 Bonds, the Certificates to be prepaid shall match those CFD No. 3 Bonds that are redeemed from the special tax prepayments.

Mandatory Prepayment from Sinking Fund Payments. The Certificates maturing on September 1, 20__ are subject to mandatory prepayment in part, by lot, on September 1, 20__, and each September 1 thereafter prior to maturity, at a prepayment price equal to the principal amount thereof, together with accrued interest to the date fixed for prepayment, without premium, and to payment at maturity in the amounts set forth in the following table:

Term Certificates Due on September 1, 20__

Year (September 1)	***Principal Amount***

The Certificates maturing on September 1, 20__ are subject to mandatory prepayment in part, by lot, on September 1, 20__, and each September 1 thereafter prior to maturity, at a prepayment price equal to the principal amount thereof, together with accrued interest to the date fixed for prepayment, without premium, and to payment at maturity in the amounts set forth in the following table:

Term Certificates Due on September 1, 20__

Year (September 1)	***Principal Amount***

In the event of a partial optional prepayment of the Certificates maturing on September 1, 20__ or September 1, 20__, each of the remaining mandatory sinking fund payments for such Certificates will be reduced, as nearly as practicable, on a *pro rata* basis in the amount of $5,000 or any integral multiple thereof, as directed by the District.

Selection of Certificates for Prepayment. Whenever provision is made for the optional prepayment of Certificates and less than all Outstanding Certificates are called for prepayment, the Trustee shall select Certificates for optional prepayment from among maturities selected by the District and by lot within any maturity. In connection with an extraordinary prepayment of the Certificates, the Trustee shall select Certificates

for prepayment *pro rata* among maturities and by lot within a maturity. The Trustee will promptly notify the District and the Corporation in writing of the Certificates so selected for prepayment by mailing to the District and the Corporation copies of the notice of prepayment provided.

Prepayment Procedures

So long as DTC is the registered Owner of the Certificates, all such notices will be provided only to DTC as the registered Owner, and will not be mailed by the Trustee to the Beneficial Owners of the Certificates. See "—Book-Entry Only System" herein.

So long as the Certificates are held by DTC, or its nominee, notice of prepayment shall be given in such manner as is consistent with DTC procedures at least thirty (30) but no more than sixty (60) days prior to the prepayment date. In the event that the Certificates are no longer held in book-entry form, notice of prepayment shall be mailed by first-class mail, postage prepaid, not less than 30 nor more than 60 days before the prepayment date to the respective Certificates Owners of the Certificates designated for prepayment at their addresses appearing on the Certificate registration books. Neither the failure to receive notice of prepayment nor any defect in any notice so delivered shall affect the sufficiency of the proceedings for prepayment. In addition, a copy of such notice of prepayment shall be sent to the Municipal Securities Rulemaking Board through its Electronic Municipal Market Access System. Neither failure to send such notice nor any defect in any notice so sent shall affect the sufficiency of the proceedings for the prepayment of the Certificates.

A notice of prepayment shall specify: (a) the prepayment date, (b) the prepayment price, (c) if less than all of the Outstanding Certificates are to be prepaid, the Certificate numbers (and in the case of partial prepayment, the respective principal amounts), (d) the CUSIP numbers of the Certificates to be prepaid, (e) the place or places where the prepayment will be made, (f) the original date of execution and delivery of the Certificates, (g) the rate of interest payable with respect to each Certificate being prepaid, (h) any other descriptive information regarding the Certificates needed to identify accurately the Certificates being prepaid, and (i) if the notice is conditional, a statement to that effect. Such notice shall further state that on the specified date there shall become due and payable upon each Certificate to be prepaid, the portion of the principal amount of such Certificate to be prepaid, together with interest accrued to said date and that from and after such date, provided that moneys therefor have been deposited with the Trustee, interest with respect thereto shall cease to accrue and be payable.

Any notice of prepayment for an optional prepayment of the Certificates may be conditional, and, if any condition stated in the notice of prepayment shall not have been satisfied on or prior to the prepayment date: (i) the notice of prepayment shall be of no force and effect, (ii) the Trustee shall not be required to prepay such Certificates, (iii) the prepayment shall not be made, and (iv) the Trustee shall within a reasonable time thereafter give notice to the persons in the manner in which the conditional notice of prepayment was given that such condition or conditions were not met and that the prepayment was canceled.

Effect of Prepayment. Notice having been given to the Owners of the Certificates in accordance with the Trust Agreement, and the moneys for the prepayment (including the interest to the applicable date of prepayment), having been set aside in the Prepayment Fund, the Certificates shall become due and payable on the date of prepayment, and upon presentation and surrender thereof at the Principal Office, said Certificates shall be paid at the prepayment price with respect thereto, plus interest accrued and unpaid to said date of prepayment.

If, on the date of prepayment, moneys for the prepayment of all the Certificates to be prepaid, together with interest to the date of prepayment, shall be held by the Trustee so as to be available therefor on such date of prepayment, and, if notice of prepayment thereof shall have been given as provided in the Trust Agreement, then, from and after the date of prepayment, interest with respect to the Certificates to be prepaid shall cease to accrue and become payable. All moneys held by or on behalf of the Trustee for the prepayment of Certificates

shall be held in trust for the account of the Owners of the Certificates so to be prepaid, without liability for interest thereon.

Book-Entry Only System

The Certificates will be executed and delivered as one fully registered certificate without coupons for each maturity and, when issued, will be registered in the name of Cede & Co., as nominee DTC. DTC will act as securities depository of the Certificates. Individual purchases may be made in book-entry form only, in the principal amount of $5,000 and integral multiples thereof for each maturity. Beneficial Owners will not receive certificates representing their interest in the Certificates purchased. Principal and interest will be paid to DTC, which will in turn remit such principal and interest to its participants for subsequent dispersal to the Beneficial Owners of the Certificates in accordance with DTC's procedures. See Appendix H — "BOOK-ENTRY ONLY SYSTEM" herein.

CERTIFICATE PAYMENT SCHEDULE

Lease Payments are required to be made by the District under the Lease on or before February 15 and August 15 of each year for the use and possession of the Property for the period commencing as of the Closing Date and terminating as provided in the Lease. The aggregate semi-annual amounts of Lease Payments, comprising interest and principal payable to the Owners, are set forth on the following table that summarizes the semi-annual Certificate payments to be made from the Lease Payments of the District assuming no optional or extraordinary prepayments.

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SEMI-ANNUAL CERTIFICATE PAYMENT SCHEDULE

Certificate Payment Date[(1)]	*Principal Component*	*Interest Component*	*Total Semi-Annual Certificate Payments*

(1) Lease Payments are required to be made on the February 15 or the August 15 preceding the applicable Certificate payment date.

SECURITY AND SOURCES OF PAYMENT OF THE CERTIFICATES

Neither the Certificates nor the obligation of the District to make Lease Payments constitutes an obligation of the District for which the District is obligated to levy or pledge, or for which the District has levied or pledged, any form of taxation. Neither the Certificates nor the obligation of the District to make Lease Payments constitutes a debt of the District, the State or any of its political subdivisions within the meaning of any constitutional limitation or violates any statutory debt limitation.

General

Each Certificate represents a fractional interest in the Lease Payments and Prepayments to be made by the District to the Trustee pursuant to the Lease. The District is obligated to pay Lease Payments from any

source of legally available funds, and will covenant in the Lease, subject to the abatement provisions therein, to include all Lease Payments coming due in its annual budgets and to make the necessary annual appropriations therefor. The Corporation, pursuant to the Assignment Agreement, will assign all of its rights under the Lease (excepting certain rights as specified therein), including the right to receive Lease Payments, Reserve Replenishment Rent and Prepayments, to the Trustee for the benefit of the Certificate Owners. By the fifteenth day of each February and August (if such day is not a Business Day, the next succeeding Business Day), the District must pay to the Trustee a Lease Payment (to the extent required under the Lease) which is equal to the amount necessary to pay the principal, if any, and interest due with respect to the Certificates on the next succeeding Certificate Payment Date.

Under the Lease, the District will agree to pay certain taxes, assessments, utility charges, and insurance premiums due with respect to the Property and the Certificates and fees and expenses of the Trustee. The District is responsible for repair and maintenance of the Property during the term of the Lease. The District may at its own expense in good faith contest such taxes, assessments and utility and other charges if certain requirements set forth in the Lease are satisfied, including obtaining an opinion of counsel that the Property will not be subjected to loss or forfeiture.

In accordance with the Lease, the District will certify to the Trustee on or before September 1 of each year that the District has included all Lease Payments, Reserve Replenishment Rent and Additional Payments (known as of the date of budget adoption) due under the Lease in the Fiscal Year covered by its annual budget and the amount so included. If the District fails to certify that it has included all such Lease Payments, Reserve Replenishment Rent and Additional Payments in its annual budget, the Trustee will promptly provide the District written notice specifying that the District has failed to observe and perform its covenant and agreement in the Lease and requesting that such failure be remedied within 30 days, or such failure shall constitute an Event of Default under the Lease.

The District's obligation to make Lease Payments will be abated in the event of, and to the extent of, substantial interference with use and possession of the Property arising from damage, destruction, title defect, or taking by eminent domain or condemnation of the Property. Abatement does not constitute a default under the Lease and the Trustee will not be entitled in such event to pursue remedies against the District. See "RISK FACTORS — Abatement" herein.

Should the District default under the Lease, the Trustee, as assignee of the Corporation, may terminate the Lease and re-lease the Property or may continue the Lease in effect and hold the District liable for all Lease Payments thereunder on an annual basis. So long as it is not in default under its Policy, the Insurer shall have the right to control the exercise of all remedies following an Event of Default by the District. Under no circumstances will the Trustee or the Insurer have the right to accelerate Lease Payments. See "RISK FACTORS — No Acceleration Upon Default" and "—Limited Recourse on Default; Insurer Right to Control Remedies" herein.

Lease Payments

Subject to the provisions of the Lease regarding abatement in the event of loss of use and possession of any portion of the Property (see "RISK FACTORS — Abatement" herein) and prepayment of Lease Payments (see the provisions relating to prepayment under the caption "THE CERTIFICATES" above), the District agrees to pay to the Corporation, its successors and assigns, as annual rental for the use and possession of the Property, the Lease Payments to be due and payable on March 1 and September 1 of each year. Under the Lease, the District is required to deposit the Lease Payments with the Trustee on February 15 and August 15 of each year, or, if such day is not a Business Day, the next succeeding Business Day (each, a "Lease Payment Deposit Date").

Any amounts held in the Lease Payment Fund on any Lease Payment Deposit Date (other than amounts received by the Trustee under the Policy, amounts resulting from the prepayment of the Lease Payments in part but not in whole pursuant to the Lease and amounts required for payment of past due principal or interest with

respect to any Certificates not presented for payment) shall be credited to the payment of Lease Payments due and payable on such Lease Payment Deposit Date.

The Trust Agreement requires that Lease Payments be deposited in the Lease Payment Fund maintained by the Trustee. Pursuant to the Trust Agreement, on each Certificate Payment Date, the Trustee will apply such amounts in the Lease Payment Fund as are necessary to make interest and principal payments, respectively, with respect to the Certificates as the same shall become due and payable.

Reserve Fund

A Reserve Fund will be established by the Trust Agreement for the Certificates and any Additional Certificates in an amount equal to the least of (i) maximum aggregate annual Lease Payments then payable under the Lease in any Certificate Year with respect to the Certificates and any Additional Certificates, (ii) 125% of the average annual aggregate Lease Payments then payable under the Lease (calculated based on Certificate Years) with respect to the Certificates and any Additional Certificates, or (iii) 10% of the original face amount of the Certificates and any Additional Certificates (less original issue discount of in excess of two percent (2%) of the stated Principal Components at maturity) (collectively, the "Reserve Requirement").

The full amount available in the Reserve Fund may be used by the Trustee in the event that amounts in the Lease Payment Fund are not sufficient to pay the principal or interest due with respect to the Certificates due to abatement or failure by the District to make Lease Payments.

The District will initially satisfy the Reserve Requirement with a Municipal Bond Debt Service Reserve Insurance Policy in the stated amount of $_____ (the "Reserve Policy") issued by the Insurer. Under the Trust Agreement the Trustee is obligated to draw on the Reserve Policy in the event the amounts held under the Trust Agreement are insufficient to pay the interest and principal represented by the Certificates when due. The amounts available to be drawn under the Reserve Policy will be automatically reduced by the amount of any payment on the Reserve Policy and will be reinstated only to the extent that Reserve Replenishment Rent is paid to the Insurer to reimburse it for previous draws together with interest thereon and expenses. See Appendix A — "SUMMARY OF PRINCIPAL LEGAL DOCUMENTS — THE TRUST AGREEMENT — The Reserve Fund" herein.

Subject to the requirements and restrictions contained in the Trust Agreement, the District may deposit cash to the Reserve Fund or substitute a line of credit, letter of credit, an insurance policy, surety bond or any other comparable credit facility (each, a "Reserve Facility"), or any combination thereof, in lieu of all or a portion of the Reserve Policy, which, in the aggregate, makes funds available in the Reserve Fund in an amount equal to the Reserve Requirement; provided, however, other than the Reserve Policy, the long-term unsecured debt or claim-paying ability, as the case may be, of the provider of any such Reserve Facility, must be rated in one of the two highest rating categories by S&P Global Ratings, a Standard & Poor's Financial Services LLP Business and/or Moody's Investors Service (without regard to qualifiers), but only at the time of purchase of the Reserve Facility.

The District has no obligation to replace the Reserve Policy or to fund the Reserve Fund with cash if, at any time that the Certificates are Outstanding, the Reserve Policy (or its provider) is downgraded or the provider becomes insolvent, if there is an unscheduled termination of the Reserve Policy or if for any reason insufficient amounts are available to be drawn upon under the Reserve Policy; provided, however, that the District shall reimburse the provider, in accordance with the terms of the Reserve Policy, for any draws made thereon.

The CFD No. 3 Bonds

The District previously established Community Facilities District No. 1 of the San Ysidro School District ("CFD No. 1"), Community Facilities District No. 2 of the San Ysidro School District ("CFD No. 2") and Community Facilities District No. 3 of the San Ysidro School District ("CFD No. 3" and, together with CFD

No. 1 and CFD No. 2, the "CFDs") pursuant to the Mello-Roos Community Facilities Act of 1982, as amended. Pursuant to separate elections held in CFD No. 1, CFD No, 2 and CFD No. 3, respectively, CFD No. 1, CFD No. 2 and CFD No. 3 are each authorized to levy and collect special taxes for the purpose of financing certain authorized school facilities as approved at the election within such CFD. As previously explained herein, CFD No. 3 will be issuing the CFD No. 3 Bonds, which CFD NO. 3 Bonds will be acquired with the proceeds of the Certificates. See "THE FINANCING PLAN."

Historically, the District has pledged the special taxes collected from within the CFDs, after the deduction of certain administrative expenses (the "Special Taxes"), to the payment of certain of the District's Certificates of Participation pursuant to certain pledge agreements, together with amendments and supplements thereto (as so supplemented and amended, the "Pledge Agreements"), by and between the District and each of CFD No. 1, CFD No. 2, and CFD No. 3. Currently, the District has two series of certificates of participation, its 2015 Refunding Certificates of Participation (the "2015 Certificates") and the District's 2016 Refunding Certificates of Participation (the "2016 Certificates"), together with the 2012 Certificates, that are payable from the Special Taxes, on a parity basis with each other. In connection with the execution and delivery of the Certificates, the District and each CFD will enter into an amendment and supplement to the applicable Pledge Agreement that will pledge the Special Taxes to the payments of the Certificates on a parity basis with the pledge thereon of the 2015 Certificates and the 2016 Certificates, and to the CFD No. 3 Bonds on a subordinate basis.

The District, the CFDs and the Trustee have also entered into a Special Tax Pooling Agreement (the "Special Tax Pooling Agreement"), pursuant to which the Special Taxes will be transferred to the Trustee and, after the transfer of certain amounts to a Revenue Stabilization Account, held to make the payments, on a parity basis, on the Certificates, the 2015 Certificates and the 2016 Certificates. Pursuant to the Special Tax Pooling Agreement, the Special Taxes shall also be used to make the payments due on the CFD No. 3 Bonds on a subordinate basis to the payments on the Certificates, the 2015 Certificates and the 2016 Certificates. Pursuant to the Special Tax Pooling Agreement, the District and the CFDs agree that to the extent Special Taxes are directly used to make the Lease Payments, such payments shall satisfy the obligation of CFD No. 3 to make the corresponding payments on the CFD No. 3 Bonds from the Special Taxes. Accordingly, the debt service on the CFD No. 3 Bonds has been sized to match the debt service on the Certificates.

See Appendix A – "SUMMARY OF PRINCIPAL LEGAL DOCUMENTS" for further information regarding the Pledge Agreements and the Special Tax Pooling Agreement. For more information regarding each of the CFDs and the Special Taxes, see Appendix B — "INFORMATION REGARDING THE COMMUNITY FACILITIES DISTRICTS."

The table below sets forth the projected Special Taxes which will be available to make the Lease Payments, as set forth in the Pledge Agreements and the Special Tax Pooling Agreement, after the payment of certain administrative expenses and any required deposit to the Revenue Stabilization Account established under the Pledge Agreements. Though the Lease requires the District to make the Lease Payments from any source of legally available funds, the District expects to make the Lease Payments from the Special Taxes received pursuant to the Pledge Agreements and the Special Tax Pooling Agreement.

TABLE 1
SAN YSIDRO SCHOOL DISTRICT
COMMUNITY FACILITIES DISTRICTS
SPECIAL TAX COVERAGE TABLE

Fiscal Year	*Net Available Special Tax of CFD No. 1*	*Net Available Special Tax of CFD No. 2*	*Net Available Special Tax of CFD No. 3*	*Estimated Administrative Expenses*	*Change in Revenue Stabilization Account*[(1)]	*Revenue Available for Debt Payments*	*2015 Certificates and 2016 Certificates*	*Certificates**	*Total Debt Payment*[(2)]*	*Coverage*[(3)]*
2020-21	$ 513,154	$ 928,733	$ 1,996,861	$ (110,408)	$ 0	$ 3,328,341	$ 2,200,975	$ 820,000	$ 3,020,975	110.17%
2021-22	523,418	947,308	2,036,799	(112,616)	0	3,394,908	2,240,272	843,800	3,084,075	110.08
2022-23	533,886	966,254	2,077,534	(114,869)	0	3,462,806	2,286,425	856,800	3,143,225	110.17
2023-24	381,211	985,579	2,119,085	(117,166)	0	3,368,710	2,194,075	863,800	3,057,875	110.17
2024-25	125,588	1,005,291	2,161,467	(119,509)	0	3,172,836	2,016,375	865,000	2,881,375	110.12
2025-26	1,119	1,025,396	2,204,696	(87,165)	0	3,144,046	1,949,175	905,600	8,854,775	110.13
2026-27	0	1,045,904	2,248,790	(87,768)	0	3,206,927	1,992,475	919,000	2,911,475	110.15
2027-28	0	1,066,822	2,293,766	(89,523)	0	3,271,065	2,030,200	941,200	2,971,400	110.08
2028-29	0	1,088,159	2,339,641	(91,313)	0	3,336,487	2,074,450	956,800	3,031,250	110.07
2029-30	0	1,109,922	2,148,266	(93,140)	0	3,165,048	2,068,150	806,000	2,874,150	110.12
2030-31	0	1,132,210	2,086,274	(95,002)	0	3,123,392	1,900,150	935,400	2,835,550	110.15
2031-32	0	1,113,284	2,010,453	(96,903)	0	3,026,835	1,800,750	949,000	2,749,750	110.08
2032-33	0	1,111,177	1,903,107	(98,841)	(350,000)	2,915,444	1,737,850	591,200	2,329,050	110.15
2033-34	0	1,058,687	1,743,875	(100,817)	(200,000)	2,701,744	1,540,150	731,800	2,271,950	110.11
2034-35	0	527,174	1,570,878	(102,834)	350,000	1,995,218	922,950	1,206,400	2,129,350	110.14
2035-36	0	0	1,517,839	(58,272)	225,000	1,459,567	363,150	1,166,400	1,529,550	110.13
2036-37	0	0	1,370,377	(59,438)	(125,000)	1,310,940	267,800	806,600	1,074,400	110.38
2037-38	0	0	1,316,690	(60,627)	(150,000)	1,256,064	0	1,004,800	1,004,800	110.08
2038-39	0	0	676,131	(61,839)	650,000	614,292	0	1,144,200	1,144,200	110.50
2039-40	0	0	677,780	(63,076)	0	614,704	0	556,800	556,800	110.40
2040-41	0	0	664,494	(64,337)	100,000	600,157	0	631,400	631,400	110.89
2041-42	0	0	677,784	(65,624)	0	612,160	0	552,400	552,400	110.82
2042-43	0	0	691,340	(66,937)	0	624,403	0	565,800	565,800	110.36
2043-44	0	0	705,166	(68,275)	0	636,891	0	578,000	578,000	110.19
2044-45	0	0	719,270	(69,641)	0	649,629	0	589,000	589,000	110.29
2045-46	0	0	675,912	(71,034)	0	604,878	0	548,800	548,800	110.22
2046-47	0	0	689,430	(72,454)	0	616,976	0	559,400	559,400	110.29
2047-48	0	0	530,100	(73,904)	0	456,196	0	413,800	413,800	110.25
2048-49	0	0	260,434	(75,382)	0	185,053	0	168,200	168,200	110.02
2049-50	0	0	130,214	(76,889)	0	53,325	0	46,800	46,800	113.94
Total	**$ 2,078,377**	**$ 15,111,811**	**$ 42,244,454**	**$(2,525,603)**		**$ 57,409,039**	**$ 29,585,375**	**$ 22,524,200**	**$ 52,109,575**	

* *Preliminary, subject to change.*

(1) Pursuant to the Pledge Agreements, a certain amount of Special Taxes is required to be on deposit annually in a Revenue Stabilization Account. There is currently $500,000 on deposit in such Account and this column shows the transfers of Special Taxes to and from that Account, which will need to occur in each Fiscal Year prior to the payment of debt service.

(2) Represents total payments due on the 2015 Certificates, the 2016 Certificates and the Certificates.

(3) Represents Revenue Available for Debt Payments column divided by the Total Debt Payment column.

Source: KeyAnalytics.

Additional Payments

The District shall pay such amounts ("Additional Payments") as shall be required for the payment of all administrative costs of the Corporation relating to the Property or the Certificates, including, without limitation, all expenses, assessments, compensation and indemnification of the Trustee payable by the District under the Trust Agreement, taxes of any sort whatsoever payable by the Corporation as a result of its leasehold interest in the Property or undertaking of the transactions contemplated in the Lease or in the Trust Agreement, fees of auditors, accountants, attorneys or engineers, any and all amounts due to the Insurer under the Trust Agreement (other than amounts paid by the Insurer to Certificate Owners under the Policy and the Reserve Policy), and all other necessary administrative costs of the Corporation or charges required to be paid by it in order to maintain its existence or to comply with the terms of the Certificates or of the Trust Agreement, including premiums on insurance required to be maintained by the Lease or to indemnify the Corporation and its officers and directors and any fees, expenses and other amounts due to the Insurer as described in the Lease.

Insurance

Pursuant to the Lease, the District will obtain an ALTA or CLTA leasehold title insurance policy (with certain exceptions) on the Property in an amount equal to the aggregate Principal Component of unpaid Lease Payments. The Lease also requires that the District maintain (a) casualty and theft insurance to insure against the perils covered by such insurance in an amount not less than the greater of (i) the replacement cost of the Property and (ii) the aggregate principal amount of the Certificates at the time Outstanding, and (b) rental interruption insurance to insure against loss of Lease Payments from the Property due to a peril covered by the insurance described in (a) above in an amount not less than the maximum remaining scheduled Lease Payments in any future two-year period. The District is also obligated to obtain a standard comprehensive general public liability and property damage insurance policy or policies and workers' compensation insurance or to self-insure against such risks as permitted by the Lease. See Appendix A — "SUMMARY OF PRINCIPAL LEGAL DOCUMENTS — THE LEASE — Insurance" and "THE DISTRICT — Insurance" herein.

The proceeds of any rental interruption or use and occupancy insurance will be deposited to (i) the Reserve Fund to make up any deficiency therein, and (ii) in the Lease Payment Fund to be credited towards the payment of the Lease Payments in the order in which such Lease Payments become due and payable. The Lease requires the District to apply the Net Proceeds of any insurance or condemnation award either to replace or repair the Property or to prepay Certificates if certain certifications with respect to the adequacy of the Net Proceeds to make repairs, and the timing thereof, cannot be made. See Appendix A — "SUMMARY OF PRINCIPAL LEGAL DOCUMENTS — The Lease — Application of Net Proceeds."

The amount of Lease Payments will be abated and Lease Payments due under the Lease reduced during any period in which a title defect, condemnation, material damage or destruction to all or part of the Property substantially interferes with the District's use and possession thereof. The District is not required under the Lease to insure against loss and damage due to earthquake or flood and the rental interruption insurance required under the Lease will not provide coverage for such losses. See "RISK FACTORS — Abatement" and "— Absence of Earthquake Insurance and Flood Insurance" herein.

Remedies on Default

If the District defaults in performance of its obligations under the Lease, the Trustee, as assignee of the Corporation, may, among other things, elect either (i) to terminate the Lease and re-enter and relet the Property, or (ii) without terminating the Lease enforce the Lease and hold the District liable for all Lease Payments on an annual basis whether or not it has re-entered and relet the Property. So long as the Insurer is not in default under the Policy, it will have the right to control all remedies under the Lease and the Trust Agreement. See "RISK FACTORS — Limited Recourse on Default; Insurer Right to Control Remedies" and Appendix A — "SUMMARY OF PRINCIPAL LEGAL DOCUMENTS — THE TRUST AGREEMENT — Events of Default and Remedies."

Additional Certificates

Pursuant to the Trust Agreement, the District may cause Additional Certificates to be executed and delivered without the consent of the Owners of the Certificates if certain conditions precedent are satisfied. See "RISK FACTORS — Additional Certificates" and Appendix A — "SUMMARY OF PRINCIPAL LEGAL DOCUMENTS — THE TRUST AGREEMENT — Additional Certificates."

MUNICIPAL BOND INSURANCE

The information under this caption has been prepared by the Insurer for inclusion in this Official Statement. The District has not reviewed this information and the District does not make any representation with respect to the accuracy or completeness thereof. The following information is not complete and reference is made to Appendix G for a specimen of the Policy.

[TO COME]

ESTIMATED SOURCES AND USES OF PROCEEDS

The estimated sources and uses of proceeds to be received from the sale of the Certificates are as follows:

***Sources*[(1)]**

Certificate Par Amount
[Plus/Less] [Net] Original Issue [Premium/Discount]
Total

***Uses*[(2)]**

Project Fund[(3)]
Escrow Fund[(4)]
Costs of Delivery[(5)]
Total

(1) Represents amounts used by the District to purchase the CFD No. 3 Bonds.
(2) Represents amounts received by the fiscal agent for the CFD No. 3 Bonds and subsequently transferred for the below purposes in accordance with the Bond Indenture pursuant to which the CFD No. 3 Bonds were issued.
(3) Used to finance the 2021 Project.
(4) Used to prepay the 2012 Certificates.
(5) Includes Underwriter's discount, legal fees, municipal advisor fees, Trustee fees, Escrow Agent fees, Verification Agent fees, title insurance premiums, printing, municipal bond insurance premium, municipal bond debt service reserve insurance policy premium and rating agency fees and expenses, and other miscellaneous delivery costs.

RISK FACTORS

The following factors, together with all other information provided in this Official Statement, should be considered by potential investors in evaluating the purchase of the Certificates. The discussion below does not purport to be, nor should it be construed to be, complete nor a summary of all factors which may affect the financial condition of the District, the District's ability to make Lease Payments in the future, the effectiveness of any remedies that the Trustee may have or the circumstances under which Lease Payments may be abated.

No representation is made as to the future financial condition of the District. Payment of the Lease Payments is an obligation of the District payable from legally available funds and the ability of the District to make Lease Payments may be adversely affected by its financial condition as of any particular time. See "STATE OF CALIFORNIA FISCAL ISSUES."

General Considerations – Security for the Certificates

The obligation of the District to make the Lease Payments does not constitute a debt of the District or of the State or of any political subdivision thereof within the meaning of any constitutional or statutory debt limit or restriction, and does not constitute an obligation for which the District or the State is obligated to levy or pledge any form of taxation or for which the District or the State has levied or pledged any form of taxation.

Although the Lease does not create a pledge, lien or encumbrance upon the funds of the District, the District is obligated under the Lease to pay the Lease Payments, Reserve Replenishment Rent and Additional Payments from any source of legally available funds and the District will covenant in the Lease that it will take such action as may be necessary to include all Lease Payments, Reserve Replenishment Rent and Additional Payments due under the Lease in its annual budgets and to make necessary annual appropriations for all such rental payments. The District is currently liable and may become liable on other obligations payable from general revenues, some of which may have a priority over the Lease Payments. To the extent that additional obligations are incurred by the District, the funds available to make Lease Payments may be decreased. In the event the District's revenue sources are less than its total obligations, the District could choose to fund other activities before making Lease Payments and other payments due under the Lease.

Constitutional and Statutory Limitations on Appropriations

There are limitations on the ability of the District to increase revenues. The ability of the District to increase the *ad valorem* property tax is limited pursuant to Article XIIIA of the State Constitution, which was enacted in 1978. In 1986, California voters approved an initiative statute to limit the imposition of new or higher taxes by local agencies, including the District. On November 5, 1996, voters approved Proposition 218 – the "Right to Vote on Taxes Act," which further affects the ability of local agencies to levy and collect existing and future taxes, assessments, fees and charges. On November 3, 2010, California voters approved Proposition 26, which generally expands the definition of "taxes" that are subject to voter approval requirements imposed by Proposition 218. Additionally, Article XIIIB of the State Constitution places certain limits on the appropriations the District is permitted to make. See "STATE CONSTITUTIONAL LIMITATIONS ON DISTRICT SOURCES AND EXPENDITURES" herein.

Abatement

The obligation of the District under the Lease to pay Lease Payments is in consideration for the use and possession of the Property. The obligation of the District to make Lease Payments (other than to the extent that funds to make Lease Payments are available in the Lease Payment Fund and the Reserve Fund) may be abated in whole or in part if the District does not have full use and possession of the Property. An abatement of Lease Payments is not an event of default and no remedy is available under the Lease or the Trust Agreement to the Owners of the Certificates under such circumstances.

The amount of Lease Payments due under the Lease will be adjusted or abated during any period in which by reason of damage, destruction, title defect or taking by eminent domain or condemnation, there is substantial interference with the use and possession of any portion of the Property. The amount of such abatement shall be determined by the District such that the resulting Lease Payments and Additional Payments represent fair consideration for the District's right to use and possession of the portion of the Property not damaged, destroyed or interfered with as a result of title defect or taking. The Reserve Fund will be funded on the date of execution and delivery of the Certificates with the Reserve Policy, in an amount equal to the Reserve Requirement, and amounts available in the Reserve Fund shall be used by the Trustee to make payments in the event Lease Payments received by the Trustee are insufficient to pay principal and interest with respect to the Certificates as such amounts become due.

If damage or destruction, title defect or taking of the Property results in abatement or adjustment of Lease Payments and the resulting Lease Payments, together with moneys in the Reserve Fund, are insufficient

to make all payments of principal and interest with respect to the Certificates during the period that the Property is being replaced, repaired or reconstructed, then such payments of principal and interest may not be made and the only source of funds available to the Trustee or Owners will be any proceeds of rental interruption insurance. Such insurance is required to provide coverage of Lease Payments for up to two years following damage or destruction of the Property with respect to an insured loss. The rental interruption insurance required under the Lease does not cover a loss of use due to uninsured events such as earthquake and flood.

Notwithstanding the provisions of the Lease and the Trust Agreement specifying the extent of abatement in the event of the District's failure to have use and possession of the Property, such provisions may be superseded by operation of law and, in such event, the resulting Lease Payments of the District may not be sufficient to pay all of the remaining principal and interest with respect to the Certificates Outstanding.

No Cash Reserve

Initially, the Reserve Requirement will be satisfied by the Reserve Policy. In the event that the Insurer was to experience financial difficulties and fail to pay draws under the Reserve Policy, there would be no cash available for transfer from the Reserve Fund. The obligations of the Insurer under the Reserve Policy are unsecured contractual obligations and in an event of default by the Insurer, the remedies available may be limited by applicable bankruptcy law or state law related to insolvency of insurance companies. See "RISK FACTORS — Certificate Insurance."

Natural Disasters

The occurrence of any natural disaster within the boundaries of the District, including, without limitation, fire, windstorm, drought, earthquake, landslide, mudslide, flood or a rise in sea levels as result of climate change, could have an adverse material impact on the economy within the boundaries of the District, the District's General Fund and the revenues available for the payment of Lease Payments.

All jurisdictions in California are subject to the effects of damaging earthquakes. Earthquakes are considered a threat to the District due to the highly active seismic region and the proximity of fault zones, which could influence the entire southern coastal portion of the State.

An earthquake along one of the faults in the vicinity, either known or unknown, could cause a number of casualties and extensive property damage. The effects of such a quake could be aggravated by aftershocks and secondary effects such as fires, landslides, dam failure, liquefaction and other threats to public health, safety and welfare. The potential direct and indirect consequences of a major earthquake can easily exceed the resources of the District and other local public entities and would require a high level of self-help, coordination and cooperation.

The State, including the property within the boundaries of the District, is periodically subject to wildfires. When wildfires scorch land, they destroy all vegetation on mountains and hillsides. As a result, when heavy rain falls in the winter, there is nothing to stop the rain from penetrating directly into the soil. In addition, waxy compounds in plants and soil that are released during fires create a natural barrier in the soil that prevents rain water from seeping deep into the ground. The result is erosion, mudslides, and excess water running off the hillsides often causing flash flooding.

Climate change caused by human activities may have adverse effects on the property within the boundaries of the District. Climate change can also result in more variable weather patterns throughout the State, which can lead to longer and more severe droughts and wildfires as well as increased risk of flooding and a rise in sea levels.

Projections of the impacts of global climate change are complex and depend on many factors that are outside the District's control. The various scientific studies that forecast the amount and timing of adverse

impacts of climate change are based on assumptions contained in such studies, but actual events may vary materially. Also, the scientific understanding of climate change and its effects continues to evolve. Accordingly, the District is unable to forecast with certainty when adverse impacts of climate change will occur or the extent of such impacts.

The occurrence of natural disasters within the boundaries of the District could result in substantial damage to property within the District, including the Property, and, in turn, could substantially reduce General Fund revenues. Natural disasters could also result in substantial damage to properties within the District that are paying special taxes to the District. Although those special taxes are not pledged to payment of the Certificates, the District expects to use certain of these special taxes to pay the Lease Payments. As a result, natural disasters could affect the ability of the District to make Lease Payments or cause an abatement in Lease Payments. Reduced ability to pay Lease Payments could affect the timely payment of the principal of and interest on the Certificates.

Absence of Earthquake Insurance and Flood Insurance

Much of California is seismically active, with numerous faults that could be earthquake sources. The District has no earthquake insurance on the Property and is not obligated under the Lease to procure and maintain, or cause to be procured and maintained, earthquake insurance on the Property. Seismic activity could cause significant damage to the Property and the value of the Property could be adversely affected and an abatement of Lease Payments could occur due to a seismic event. The District is not able to predict whether or to what extent these results might occur.

The Property is not in a 100-year flood plain. The District has no flood insurance on the Property and is not obligated under the Lease to procure and maintain flood insurance on the Property.

Other Limitations on Liability

Although the District will covenant to budget and appropriate annually to provide for Lease Payments, the District has not pledged its full faith and credit to such payment. In the event that the District's revenue sources are less than its total obligations in any year, the District could choose to pay other District expenditures before paying any or all of the annual Lease Payments.

Except as expressly provided in the Trust Agreement, the Corporation shall not have any obligation or liability to the Owners with respect to the payment when due of the Lease Payments by the District, or with respect to the performance by the District of other agreements and covenants required to be performed by it contained in the Lease or the Trust Agreement, or with respect to the performance by the Trustee of any right or obligation required to be performed by it contained in the Trust Agreement.

No Acceleration Upon Default

In the event of a default by the District under the Lease, the remedy of acceleration of the remaining Lease Payments is not available. The District will only be liable for Lease Payments on an annual basis, and, in the event of default, the Trustee would be required to seek a separate judgment each year for that year's defaulted Lease Payments. Any such suit for money damages would be subject to limitations on legal remedies against school districts in California, including a limitation on enforcement of judgments against funds needed to serve the public welfare and interest.

Limited Recourse on Default; Insurer Right to Control Remedies

The Lease provides that the Trustee, without terminating the Lease, may take possession of the Property and re-lease it if there is a default by the District and that, in the event such re-leasing occurs, the District would be liable for any resulting deficiency in the Lease Payments. The Lease provides that the Trustee may have such

rights of access to the Property as may be necessary to exercise any remedies. If the Property is determined to be of an essential nature to the District by a court, it is not certain whether such court would permit the exercise of the remedies of repossession and re-leasing of the Property. The Trustee is not empowered to sell the Property for the benefit of the Owners.

Alternatively, the Lease provides that, following an event of default, the Trustee may terminate the Lease with respect to the Property and proceed against the District to recover damages pursuant to the Lease. Any suit for money damages would be subject to limitations on legal remedies against school districts in California, including a limitation on enforcement of judgments against funds needed to serve the public welfare and interest.

The enforceability of the rights and remedies of the Owners of the Certificates, and the obligations incurred by the District, may become subject to the following: the Federal Bankruptcy Code and applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws relating to or affecting the enforcement of creditors' rights generally, now or hereafter in effect; usual equity principles which may limit the specific enforcement under state law of certain remedies; the exercise by the United States of America of the powers delegated to it by the Constitution; and the reasonable and necessary exercise, in certain exceptional situations, of the police powers inherent in the sovereignty of the State and its governmental bodies in the interest of servicing a significant and legitimate public purpose.

Bankruptcy proceedings, or the exercise of powers by the federal or state government, if initiated, would subject the Owners to judicial discretion and interpretation of their rights in bankruptcy or otherwise, and consequently entail risks of delay, limitation, or modification of their rights with respect to the Certificates. In a bankruptcy case, a plan of adjustment for the District could be confirmed that would allow for enforcement of the Lease, but the priority, interest rate, payment terms, collateral, maturity dates, payment sources, covenants and other terms or provisions of the Lease and the Certificates may be altered by the bankruptcy court. Such a plan could be confirmed even over the objections of the Trustee and the Owners, and without their consent. In addition, if the Lease is determined to constitute a "true lease" by the bankruptcy court (rather than a financing lease providing for the extension of credit), the District could choose not to perform under the Lease and the claim of the Owners could be substantially limited. An allowable claim could be substantially less than the amount of the Certificates outstanding, resulting in the Owners not receiving the full amount of the principal and interest due with respect to the Certificates.

So long as the Policy remains in effect and the Insurer is not in default of its obligations thereunder, the Insurer shall have the right to control all remedies for default under the Lease and the Trust Agreement and shall not be required to obtain the consent of the Owners with respect to the exercise of remedies.

Remedies available to the Owners of the Certificates may be limited by a variety of factors and may be inadequate to assure the timely payment of principal and interest due with respect to the Certificates or to preserve the tax-exempt status of the interest due with respect to the Certificates.

Special Counsel has limited its opinion as to the enforceability of the Certificates and of the Trust Agreement to the extent that enforceability may be limited by bankruptcy, insolvency, reorganization, fraudulent conveyance or transfer, moratorium, or others similar laws affecting generally the enforcement of creditors' rights, by equitable principles and by the exercise of judicial discretion. Additionally, the Certificates are not subject to acceleration in the event of the breach of any covenant or duty under the Trust Agreement. The lack of availability of certain remedies or the limitation of remedies may entail risks of delay, limitation or modification of the rights of the Certificate Owners.

Addition to, Substitution or Release of Property

The Lease provides that the District may add additional real property to the Property for the purpose of effecting the execution and delivery of Additional Certificates. In addition, the Lease provides that, upon the

satisfaction of certain conditions specified therein, the District may substitute other public facilities or real property for all or any portion of the Property and may release a portion of the Property from the Lease. Although the Lease requires, among other things, that the Property, as constituted after such substitution or release, have an annual fair rental value at least equal to the maximum Lease Payments payable by the District in any fiscal year, it does not require that such Property have an annual fair rental value equal to the annual fair rental value of the Property at the time of substitution or release. Thus, a portion of the Property could be replaced with less valuable real property, or could be released altogether. Such a replacement or release could have an adverse impact on the security for the Certificates, particularly if an event requiring abatement of Lease Payments were to occur subsequent to such substitution or release. See Appendix A — "SUMMARY OF PRINCIPAL LEGAL DOCUMENTS — THE LEASE AGREEMENT — Addition to, Substitution or Release of the Property."

Additional Certificates

The Trust Agreement permits Additional Certificates secured on a parity with the Certificates to be executed and delivered upon compliance with the provisions in the Trust Agreement. In connection with the execution and delivery of any Additional Certificates, the Lease Payments due under the Lease could be increased. The Certificates and the Additional Certificates will be secured on a parity under the Trust Agreement by Lease Payments and other amounts held in the funds established thereunder, other than the Project Fund. See Appendix A — "SUMMARY OF PRINCIPAL LEGAL DOCUMENTS — THE CERTIFICATES OF PARTICIPATION — Additional Certificates."

Economic Conditions in California

As described further under "STATE OF CALIFORNIA FISCAL ISSUES," for several years prior to fiscal year 2013-14, the State experienced significant financial pressure and State funding of K-12 education for local school districts had been reduced substantially. Although State funding has increased annually since fiscal year 2013-14 and is proposed by the Governor to increase in fiscal year 2020-21, the District cannot predict what actions will be taken in the future by the State Legislature and the Governor to address State budget issues, changing State revenues and expenditures or the impact such actions will have on State revenues available in future fiscal years for education. The State budget will be affected by national and State economic conditions and other factors over which the District will have no control, including the COVID-19 pandemic. Certain actions could result in a significant shortfall of revenue and cash, and could impair the State's ability to fund schools. State budget shortfalls in future fiscal years could have an adverse financial impact on the State General Fund budget and on the District. See "DISTRICT FINANCIAL MATTERS — Current Financial Condition" and "—Considerations Regarding COVID-19."

Loss of Tax Exemption

As discussed under the heading "TAX MATTERS," certain acts or omissions of the District in violation of its covenants in the Trust Agreement and the Lease and future court decisions or legislation could result in the interest represented by the Certificates being includable in gross income for purposes of federal income taxation retroactive to the date of delivery of the Certificates. Should such an event of taxability occur, the Certificates would not be subject to mandatory prepayment and would remain Outstanding until maturity or until prepaid at the option of the District.

Certificate Insurance

In the event of default in the payment of the scheduled principal or interest with respect to the Certificates when due, the Trustee on behalf of any Owner of the Certificates shall have a claim under the Policy for such payments. However, notwithstanding any acceleration of the due date of such principal by reason of mandatory or optional prepayment or acceleration resulting from default or otherwise, if any, other than any advancement of maturity pursuant to a scheduled mandatory sinking fund payment, the payments under the Policy are to be made in such amounts and at such times as such payments would have been due had there not

been any such acceleration. The Policy does not insure a prepayment premium, if any. The payment of principal and interest in connection with mandatory or optional prepayment of the Certificates which is recovered from the Certificate Owner as a voidable preference under applicable bankruptcy law is covered by the Policy, however, such payments will be made by the Insurer at such time and in such amounts as would have been due absent such prepayment unless the Insurer chooses to pay such amounts at an earlier date.

Under most circumstances, default of payment of principal and interest does not obligate acceleration of the obligations of the Insurer without appropriate consent. The Insurer may direct and must consent to any remedies with respect to the Certificates and the Insurer's consent may be required in connection with amendments to any applicable documents relating to the Certificates.

In the event the Insurer is unable to make payment of principal and interest as such payments become due under the Policy, the Certificates are payable solely from the Lease Payments and other sources specifically provided for in the Trust Agreement. In the event the Insurer becomes obligated to make payments with respect to the Certificates, such event could adversely affect the market price of the Certificates and the marketability (liquidity) of the Certificates.

The long-term ratings on the Certificates are dependent in part on the financial strength of the Insurer and its claims paying ability. The Insurer's financial strength and claims paying ability are predicated upon a number of factors which could change over time. No assurance is given that the long-term ratings of the Insurer and the ratings on the Certificates will not be subject to downgrade and such event could adversely affect the market price of the Certificates or the marketability (liquidity) for the Certificates. See "RATINGS" herein.

The obligations of the Insurer are unsecured contractual obligations and in an event of default by the Insurer, the remedies available may be limited by applicable bankruptcy law or state law related to insolvency of insurance companies.

Neither the District nor the Corporation has made independent investigation into the claims paying ability of the Insurer and no assurance or representation regarding the financial strength or projected financial strength of the Insurer is given. Thus, when making an investment decision, potential investors should carefully consider the ability of the District to pay the Lease Payments from which the Owners of the Certificates will be paid as provided in the Trust Agreement and the claims paying ability of the Insurer, particularly over the life of the investment. See "MUNICIPAL BOND INSURANCE" herein for further information regarding the Insurer and the Policy, which includes further instructions for obtaining current financial information concerning the Insurer.

CONTINUING DISCLOSURE

Current Undertaking. The District will covenant in the Continuing Disclosure Certificate for the benefit of the Purchaser, the Owners and Beneficial Owners of the Certificates to provide certain financial information and operating data relating to the District (the "Annual Report") by not later than March 31 following the end of the District's fiscal year (the District's fiscal year ends on June 30), commencing with the report for the 2019-20 fiscal year, and to provide notices of the occurrence of certain enumerated events. The Annual Reports and notices of the enumerated events will be filed by the District, or its appointed Dissemination Agent, with the Municipal Securities Rulemaking Board. The specific nature of the information to be contained in the Annual Report and in the notices of the enumerated events is set forth in Appendix F — "FORM OF CONTINUING DISCLOSURE CERTIFICATE" hereto. These covenants will be made in order to assist the Purchaser in complying with Rule 15c2-12(b)(5)(i)(C) promulgated under the Securities Exchange Act of 1934, as amended.

Prior Undertakings. A review of the District's compliance with its previous continuing disclosure undertakings was conducted in May 2020. The review found several instances within the past five years in which the District had failed to comply with its undertakings by failing to timely file all information required to

be included in its annual reports, and some notices of changes to the District's underlying and insured ratings were filed late or not linked to all required bond issues. The missing information and notices have since been filed and properly linked, and the District is currently in compliance with its continuing disclosure undertakings. The District has also engaged the services of a third party dissemination agent to assist in complying with its continuing disclosure undertakings going forward.

THE CORPORATION

The San Ysidro Schools Public Financing Corporation (defined previously as the "Corporation") was organized on June 30, 1998, as a California nonprofit public benefit corporation. The Corporation was formed for the specific and primary purpose of providing financial assistance to the District by acquiring, constructing, and financing various public facilities, land and equipment, and by leasing certain facilities, land and equipment for the use, benefit and enjoyment of the public served by the District, as well as any other purpose incidental thereto.

The Corporation functions as an independent entity and its policies are determined by a five-member Board of Directors. The Corporation has no employees and the Directors of the Corporation receive no compensation for work or service performed as Corporation directors. The Directors of the Corporation are the current members of the District's Board of Education.

THE DISTRICT

Introduction

The District is located in the southwesternmost region of the County, adjacent to the United States-Mexico border approximately 15 miles south of downtown San Diego, consisting primarily of the community of San Ysidro and unincorporated areas of the County and encompassing a population of approximately 44,000 residents. Most of the District's territory is located in the City of San Diego. The District provides education services in three transitional kindergarten (TK) through sixth grade elementary schools, two kindergarten through sixth grade elementary schools, and two seventh and eighth grade middle schools. In addition, the District includes a preschool and child development center. The enrollment for the District for fiscal year 2020-21 is approximately 4,500 preschool through eighth grade students.

Board of Education

The District is governed by a five-member Board. Members are elected to serve alternating four-year terms.

Table 2
SAN YSIDRO SCHOOL DISTRICT
Board of Education

Name	*Term Expires*
Antonio Martinez, President	December 2024
Rudy Lopez, Vice President	December 2022
Rosaleah Pallasigue, Clerk	December 2024
Irene Lopez, Member	December 2022
Humberto Gurmilan, Member	December 2022

Source: San Ysidro School District.

Superintendent and Administrative Personnel

The District Superintendent (the "Superintendent") is the chief executive officer of the District and is appointed by the Board to manage the day-to-day operations of the District. Dr. Gina Potter serves as the Superintendent. Brief biographical information for the Superintendent and other senior management of the District is set forth below.

Gina A. Potter, Ed.D., Superintendent. Dr. Potter was appointed Superintendent of the District in May 2018. Prior to her appointment as Superintendent of the District, Dr. Potter served in various capacities at the Lemon Grove School District, including as Deputy Superintendent, Assistant Superintendent of Business Services, and principal. Dr. Potter has served in the education field for approximately 29 years. Dr. Potter earned her Bachelor of Arts in Rhetoric, Political and Legal Discourse, from the University of California at Berkeley. She received her Master's Degree of Education at the University of California, Los Angeles and her doctoral degree in Educational Leadership from the Joint Doctoral Program of the University of California, San Diego, San Diego State University and California State University San Marcos.

Marilyn Adrianzen, Chief Business Official. Ms. Adrianzen was appointed as the Chief Business Official of the District in July 2018. Ms. Adrianzen has 24 years of finance and accounting experience, and previously served as the Director of Fiscal Services for two local school districts. Ms. Adrianzen holds a Bachelor of Accountancy from the University of San Diego and a certificate of completion from the San Diego County Office of Education Finance Director and Small District Manager Academy.

Employee Relations

In the fall of 1974, the State Legislature enacted a public school employee collective bargaining law known as the Rodda Act, which became effective in stages in 1976. The law provides that employees are to be divided into appropriate bargaining units which are to be represented by an exclusive bargaining agent.

The teachers of the District (certificated personnel) are represented by the San Ysidro Education Association (the "SYEA"). The SYEA contract with the District expires on June 30, 2021, and salaries and benefits have been agreed upon through that date.

As of June 30, 2020, the District employed 262 SYEA certificated employees with a total covered payroll of approximately $28,752,000, and an additional 19 non-SYEA certificated employees. Table 3 below lists the number of certificated employees for the previous five fiscal years.

Table 3
SAN YSIDRO SCHOOL DISTRICT
Certificated Employees

Fiscal Year	*Number of SYEA Employees*	*Number of Non-SYEA Employees*
2015-16	264	16
2016-17	264	19
2017-18	276	19
2018-19	279	19
2019-20	262	19

Source: San Ysidro School District.

The California School Employees Association ("CSEA") has been selected as the exclusive bargaining agent for non-teaching (classified) personnel. The contract with CSEA expires on June 30, 2022, and salaries have not yet been agreed upon for fiscal year 2020-21.

As of June 30, 2020, the District employed 328 CSEA classified employees with a total covered payroll of approximately $16,693,000, and an additional 9 non-CSEA employees. Table 4 below lists the number of classified employees for the previous five fiscal years.

Table 4
SAN YSIDRO SCHOOL DISTRICT
Classified Employees

Fiscal Year	*Number of CSEA Employees*[(1)]	*Number of Non-CSEA Employees*
2015-16	267	14
2016-17	258	14
2017-18	332	11
2018-19	334	9
2019-20	328	9

Source: San Ysidro School District.

Retirement System

This section contains certain information relating to the Public Employees' Retirement System ("PERS") and the State Teachers' Retirement System ("STRS"). The information is primarily derived from information publicly available from PERS and STRS, their independent accountants and their actuaries. The District has not independently verified the information regarding PERS and STRS and makes no representations nor expresses any opinion as to the accuracy of the information publicly available from PERS and STRS.

The comprehensive annual financial reports of PERS and STRS are available on their websites at www.calpers.ca.gov and www.calstrs.ca.gov, respectively. The PERS and STRS websites also contain the most recent actuarial valuation reports, as well as other information concerning benefits and other matters. Such information is not incorporated by reference herein. The District cannot guarantee the accuracy of such information. Actuarial assessments are "forward-looking" information that reflect the judgment of the fiduciaries of the pension plans, and are based upon a variety of assumptions, one or more of which may not materialize or be changed in the future. Actuarial assessments will change with the future experience of the pension plans.

District Contributions to STRS and PERS and Net Pension Liability. District employees are members of two retirement systems, as described below. Certificated personnel are generally members of STRS and classified personnel are generally members of PERS. The District contributed $2,874,486 and $3,993,214 to STRS for fiscal years 2017-18 and 2018-19, respectively. In its Unaudited Actuals for fiscal year 2019-20 (the "2019-20 Unaudited Actuals"), the District estimates that it made a STRS contribution of $3,984,231 in fiscal year 2019-20. In its fiscal year 2020-21 First Interim Report (the "2020-21 First Interim Report"), which projects financial information for the District as of October 31, 2020 for fiscal year 2020-21, the District estimates a STRS contribution of $5,127,512 in fiscal year 2020-21. The foregoing amounts do not include on-behalf contributions towards STRS made by the State.

The District's contribution to PERS was $1,314,923 and $1,969,641 in fiscal years 2017-18 and 2018-19, respectively. In the 2019-20 Unaudited Actuals, the District estimates that it made a PERS contribution of $1,927,858 in fiscal year 2019-20. In its 2020-21 First Interim Report, the District has estimates a PERS contribution of $1,828,928 in fiscal year 2020-21.

For additional information regarding the District's participation in STRS and PERS, see Note O to the District's audited financial statements for fiscal year 2018-19 attached as Appendix E hereto.

On June 25, 2012, Governmental Accounting Standards Board ("GASB") approved Statements Nos. 67 and 68 ("Statements") with respect to pension accounting and financial reporting standards for state and local governments and pension plans. These Statements replaced GASB Statement No. 27 and most of Statements No. 25 and No. 50. The changes impact the accounting treatment of pension plans in which state and local governments participate. Major changes include: (1) the inclusion of unfunded pension liabilities on the government's balance sheet (such unfunded liabilities were typically included as notes to the government's financial statements); (2) more components of full pension costs being shown as expenses regardless of actual contribution levels; (3) lower actuarial discount rates being required to be used for underfunded plans in certain cases for purposes of the financial statements; (4) closed amortization periods for unfunded liabilities being required to be used for certain purposes of the financial statements; and (5) the difference between expected and actual investment returns being recognized over a closed five-year smoothing period. In addition, according to GASB, Statement No. 68, for pensions within the scope of the Statement, a cost-sharing employer that does not have a special funding situation is required to recognize a net pension liability, deferred outflows of resources, deferred inflows of resources related to pensions and pension expense based on its proportionate share of the net pension liability for benefits provided through the pension plan. Because the accounting standards do not require changes in funding policies, the full extent of the effect of the new standards on the District is not known at this time. In November 2013, GASB issued Statement No. 71 which addressed an issue in the transition provisions of GASB No. 68.

The reporting requirements under GASB Statement No. 68 for pension plans took effect for the fiscal year beginning July 1, 2013 and the reporting requirements for government employers, including the District, took effect for the fiscal year beginning July 1, 2014. As a result of implementing GASB No. 68, the District restated the beginning net position in its Governmental Activities Statement of Net Position, effectively decreasing the net position as of July 1, 2014 by $39,642,712. The District's net pension liability was $62,053,765 at June 30, 2019, of which $40,962,948 was attributable to STRS and $21,090,817 to PERS.

The District's proportionate shares of the net pension liabilities, pension expense and deferred inflow of resources for STRS and PERS and a deferred outflow of resources for STRS and PERS, as of June 30, 2019, are as shown in the following table:

SPECIFIC PENSION PLAN INFORMATION AS OF JUNE 30, 2019

Pension Plan	*Net Pension Liability*	*Deferred Outflows Related to Pensions*	*Deferred Inflows Related to Pensions*	*Pension Expense*
STRS	$ 40,962,948	$ 11,135,031	$ (4,389,054)	$ 5,186,376
PERS	21,090,817	9,630,708	(1,699,304)	4,350,287
Total	$ 62,053,765	$ 20,765,739	$ (6,088,358)	$ 9,536,663

Source: San Ysidro School District.

For additional information regarding the District's participation in STRS and PERS, see Note O to the District's audited financial statements for fiscal year 2018-19 attached as Appendix E hereto.

The District can make no representations regarding the future program liabilities of STRS or PERS, or whether the District will be required to make additional contributions to STRS and PERS in the future above those amounts currently projected as described below. See "DISTRICT FINANCIAL MATTERS — Considerations Regarding COVID-19" below for a discussion of certain events that may impact STRS and PERS and the District's required contributions to such pension plans.

STRS. All full-time certificated employees, as well as certain classified employees, are members of STRS. STRS provides retirement, disability and survivor benefits to plan members and beneficiaries under a defined benefit program (the "STRS Defined Benefit Program"). The STRS Defined Benefit Program is a

multiple-employer defined benefit plan which is funded through a combination of investment earnings and statutorily set contributions from three sources: employees, employers, and the State. Benefit provisions and contribution amounts are established by State statutes, as legislatively amended from time to time.

Prior to fiscal year 2014-15, and unlike typical defined benefit programs, none of the employee, employer or State contribution rates to the STRS Defined Benefit Program varied annually to make up funding shortfalls or assess credits for actuarial surpluses. Under this approach, the combined employer, employee and State contributions to the STRS Defined Benefit Program have not been sufficient to pay actuarially required amounts. As a result, and due to significant investment losses in certain years, the unfunded actuarial liability of the STRS Defined Benefit Program has increased significantly in recent years. In September 2013, STRS projected that the STRS Defined Benefit Program would be depleted in 31 years assuming existing contribution rates continued, and other significant actuarial assumptions were realized. In an effort to reduce the unfunded actuarial liability of the STRS Defined Benefit Program, in 2014 the State passed the legislation described below to increase contribution rates.

Prior to July 1, 2014, K-14 school districts were required by statute to contribute 8.25% of eligible salary expenditures, while participants contributed 8% of their respective salaries. On June 24, 2014, the Governor signed AB 1469 ("AB 1469") into law as a part of the State's fiscal year 2014-15 budget. AB 1469 seeks to fully fund the unfunded actuarial obligation with respect to service credited to members of the STRS Defined Benefit Program before July 1, 2014 (the "2014 Liability"), within 32 years, by increasing member, K-14 school district and State contributions to STRS. Commencing July 1, 2014, the employee contribution rate increased over a three-year phase-in period in accordance with the schedule set forth in Table 5 below.

Table 5
MEMBER CONTRIBUTION RATES
STRS (Defined Benefit Program)

Effective Date	***STRS Members Hired Prior to January 1, 2013***	***STRS Members Hired After January 1, 2013***
July 1, 2014	8.15%	8.150%
July 1, 2015	9.20	8.560
July 1, 2016	10.25	9.205
July 1, 2017	10.25	9.205
July 1, 2018	10.25	10.205
July 1, 2019	10.25	10.205

Source: AB 1469.

Pursuant to the Reform Act (defined below), the contribution rates for members hired after the Implementation Date (defined below) will be adjusted if the normal cost increases by more than 1% since the last time the member contribution was set. The contribution rate for employees hired after the Implementation Date (defined below) increased from 9.205% of creditable compensation for the fiscal year commencing July 1, 2017 to 10.205% of creditable compensation effective July 1, 2018. For fiscal year commencing July 1, 2020, the contribution rate is 10.250% for employees hired before the Implementation Date (defined below) and 10.205% employees hired after the Implementation Date.

Pursuant to AB 1469, K-14 school districts' contribution rates have increased over a seven-year phase-in period in accordance with the schedule set forth in Table 6 below.

Table 6
K-14 SCHOOL DISTRICT CONTRIBUTION RATES
STRS (Defined Benefit Program)

Effective Date	*K-14 School Districts*[(1)]
July 1, 2014	8.88%
July 1, 2015	10.73
July 1, 2016	12.58
July 1, 2017	14.43
July 1, 2018	16.28
July 1, 2019	18.13
July 1, 2020	19.10

(1) Percentage of eligible salary expenditures to be contributed.
Source: AB 1469.

Based upon the recommendation from its actuary, for fiscal year 2021-22 and each fiscal year thereafter the STRS Teachers' Retirement Board (the "STRS Board"), is required to increase or decrease the K-14 school districts' contribution rate to reflect the contribution required to eliminate the remaining 2014 Liability by June 30, 2046; provided that the rate cannot change in any fiscal year by more than 1% of creditable compensation upon which members' contributions to the STRS Defined Benefit Program are based; and provided further that such contribution rate cannot exceed a maximum of 20.25%. In addition to the increased contribution rates discussed above, AB 1469 also requires the STRS Board to report to the State Legislature every five years (commencing with a report due on or before July 1, 2019) on the fiscal health of the STRS Defined Benefit Program and the unfunded actuarial obligation with respect to service credited to members of that program before July 1, 2014. The reports are also required to identify adjustments required in contribution rates for K-14 school districts and the State in order to eliminate the 2014 Liability.

On June 27, 2019, the Governor signed SB 90 ("SB 90") into law as a part of the State's fiscal year 2019-20 budget. Pursuant to SB 90, the State Legislature appropriated $2.246 billion to be transferred to the Teacher's Retirement Fund for the STRS Defined Benefit Program to pay in advance, on behalf of employers, part of the contributions required for fiscal years 2019-20 and 2020-21, resulting in K-14 school districts having to contribute 1.03% less in fiscal year 2019-20 and 0.70% less in fiscal year 2020-21, resulting in employer contribution rates of 17.1% in fiscal year 2019-20 and 18.4% in fiscal year 2020-21. In addition, the State made a contribution of $1.117 billion to be allocated to reduce the employer's share of the unfunded actuarial obligation determined by the STRS Board upon recommendation from its actuary. This additional payment will be reflected in the June 30, 2020 actuarial valuation. Subsequently, the State's 2020-21 Budget redirected $2.3 billion previously appropriated to STRS and PERS pursuant to SB 90 for long-term unfunded liabilities to further reduce the employer contribution rates in fiscal year 2020-21 and 2021-22. As a result, the effective employer contribution rate is 16.15% in fiscal year 2020-21 and is projected to be 15.92% in fiscal year 2021-22. See "STATE OF CALIFORNIA FISCAL ISSUES—2020-21 State Budget."

The State also contributes to STRS, annually with a contribution of 7.828% for fiscal year 2019-20 and 8.328% for fiscal year 2020-21. The State's contribution reflects a base contribution rate of 2.017%, and a supplemental contribution rate that will vary from year to year based on statutory criteria. Based upon the recommendation from its actuary, for fiscal year 2017-18 and each fiscal year thereafter, the STRS Board is required, with certain limitations, to increase or decrease the State's contribution rates to reflect the contribution required to eliminate the unfunded actuarial accrued liability attributed to benefits in effect before July 1, 1990. The STRS Board approved State supplemental contribution rate for fiscal year 2020-21 reflects an increase of 0.5% of payroll, the maximum allowed under current law.

In addition, the State is currently required to make an annual general fund contribution up to 2.5% of the fiscal year covered STRS member payroll to the Supplemental Benefit Protection Account (the "SBPA"),

which was established by statute to provide supplemental payments to beneficiaries whose purchasing power has fallen below 85% of the purchasing power of their initial allowance.

PERS. Classified employees working four or more hours per day are members of PERS. PERS provides retirement and disability benefits, annual cost-of-living adjustments, and death benefits to plan members and beneficiaries. Benefit provisions are established by the State statutes, as legislatively amended from time to time. PERS operates a number of retirement plans including the Public Employees Retirement Fund ("PERF"). PERF is a multiple-employer defined benefit retirement plan. In addition to the State, employer participants at June 30, 2019 included 1,612 public agencies and 1,319 K-14 school districts and charter schools. PERS acts as the common investment and administrative agent for the member agencies. The State and K-14 school districts (for "classified employees," which generally consist of school employees other than teachers) are required by law to participate in PERF. Employees participating in PERF generally become fully vested in their retirement benefits earned to date after five years of credited service. One of the plans operated by PERS is for K-14 school districts throughout the State (the "Schools Pool").

Contributions by employers to the Schools Pool are based upon an actuarial rate determined annually and contributions by plan members vary based upon their date of hire. The employer contribution rate for fiscal year 2020-21 is 20.7%, which reflects an initial actuarially determined rate of 23.35% that was reduced by pursuant to SB 90 (discussed below) and further reduced by the State's 2020-21 Budget as a result of the redirection of funds previously appropriated pursuant to SB 90 for long-term unfunded liabilities (discussed above). The State's 2020-21 Budget projects an employer contribution rate of 22.84% in fiscal year 2021-22. See "STATE OF CALIFORNIA FISCAL ISSUES — 2020-21 State Budget." Participants enrolled in PERS prior to January 1, 2013 contribute at a rate established by statute, which is 7% of their respective salaries in fiscal year 2019-20 and will be 7% of such salaries in fiscal year 2020-21, while participants enrolled after January 1, 2013 contribute at an actuarially determined rate, which is 7% in fiscal year 2019-20 and will be 7% in fiscal year 2020-21. See "—California Public Employees' Pension Reform Act of 2013" herein.

Pursuant to SB 90, the State Legislature appropriated $144 million for fiscal year 2019-20 and $100 million for fiscal year 2020-21 to be transferred to the Public Employees' Retirement Fund, to pay in advance, on behalf of K-14 school district employers, part of the contributions required for K-14 school district employers for such fiscal years. In addition, the State Legislature appropriated $660 million to be applied toward certain unfunded liabilities for K-14 school district employers. As a result of the payments made by the State pursuant to SB 90, the employer contribution rate will be reduced to 20.7% in fiscal year 2020-21 and 22.84% in fiscal year 2021-22. See "STATE OF CALIFORNIA FISCAL ISSUES—2020-21 State Budget."

State Pension Trusts. Each of STRS and PERS issues a separate comprehensive financial report that includes financial statements and required supplemental information. Copies of such financial reports may be obtained from each of STRS and PERS as follows: (i) STRS, P.O. Box 15275, Sacramento, California 95851-0275; (ii) PERS, P.O. Box 942703, Sacramento, California 94229-2703. STRS and PERS each maintain a website, as follows: (i) STRS: www.calstrs.com; (ii) PERS: www.calpers.ca.gov. The information presented in such financial reports and on such websites is not incorporated into this Official Statement by any reference.

Both STRS and PERS have substantial statewide unfunded liabilities. The amount of these unfunded liabilities will vary depending on actuarial assumptions, returns on investments, salary scales and participant contributions. Table 7 below summarizes information regarding the actuarially-determined accrued liability for both STRS and PERS (School Pool). Actuarial assessments are "forward-looking" information that reflect the judgment of the fiduciaries of the pension plans, and are based upon a variety of assumptions, one or more of which may not materialize or be changed in the future. Actuarial assessments will change with the future experience of the pension plans.

Table 7
Funded Status
STRS (Defined Benefit Program) and PERS (School Pool)
(Dollar Amounts in Millions)[1]
Fiscal Years 2013-14 through 2018-19

STRS

Fiscal Year	*Accrued Liability*	*Value of Trust Assets (MVA)[2]*	*Unfunded Liability (MVA)[3]*	*Value of Trust Assets (AVA)[4]*	*Unfunded Liability (AVA)[4][5]*
2013-14	$231,213	$179,749	$61,807	$158,495	$ 72,718
2014-15	241,753	180,633	72,626	165,553	76,200
2015-16	266,704	177,914	101,586	169,976	96,728
2016-17	286,950	197,718	103,468	179,689	107,261
2017-18	297,603	211,367	101,992	190,451	107,152
2018-19	310,719	225,466	102,636	205,016	105,703

PERS

Fiscal Year	*Accrued Liability*	*Value of Trust Assets (MVA)[2]*	*Unfunded Liability (MVA)[3]*	*Value of Trust Assets (AVA)*	*Unfunded Liability (AVA)*
2013-14	$65,600	$56,838	$ 8,761	--[6]	--[6]
2014-15	73,325	56,814	16,511	--[6]	--[6]
2015-16	77,544	55,785	21,759	--[6]	--[6]
2016-17	84,416	60,865	23,551	--[6]	--[6]
2017-18	92,071	64,846	27,225	--[6]	--[6]
2018-19	99,528	68,177	31,351	--[6]	--[6]

(1) Amounts may not sum to totals due to rounding.
(2) Reflects market value of assets.
(3) Unfunded Liability (MVA) is equal to the Accrued Liability column minus the Value of Trust Assets (MVA) column minus the amount deposited in the Supplemental Benefits Maintenance Account reserve, which is not available to provide benefits under the STRS Defined Benefit Program.
(4) Based on actuarial value of assets.
(5) Unfunded Liability (AVA) is equal to the Accrued Liability column minus the Value of Trust Assets (AVA) column.
(6) Effective with the June 30, 2014 valuation, PERS no longer uses an actuarial valuation of assets.
Source: PERS Schools Pool Actuarial Valuation; STRS Defined Benefit Program Actuarial Valuation.

The STRS Board has sole authority to determine the actuarial assumptions and methods used for the valuation of the STRS Defined Benefit Program. Based on the multi-year CalSTRS Experience Analysis (spanning from July 1, 2010, through June 30, 2015) (the "2017 Experience Study"), on February 1, 2017, the STRS Board adopted a new set of actuarial assumptions that reflect member's increasing life expectancies and current economic trends. These new assumptions were first reflected in the STRS Defined Benefit Program Actuarial Valuation, as of June 30, 2016 (the "2016 STRS Actuarial Valuation"). The new actuarial assumptions include, but are not limited to: (i) adopting a generational mortality methodology to reflect past improvements in life expectancies and provide a more dynamic assessment of future life spans, (ii) decreasing the investment rate of return (net of investment and administrative expenses) to 7.25% for the 2016 STRS Actuarial Valuation and 7.00% for the June 30, 2017 actuarial evaluation (the "2017 STRS Actuarial Valuation"), and (iii) decreasing the projected wage growth to 3.50% and the projected inflation rate to 2.75%.

Based on the multi-year CalSTRS Experience Analysis (spanning from July 1, 2015, through June 30, 2018) (the "2020 Experience Analysis"), on January 31, 2020, the STRS Board adopted a new set of actuarial assumptions that were first reflected in the STRS Defined Benefit Program Actuarial Valuation, as of June 30, 2019 (the "2019 STRS Actuarial Valuation"). While no changes were made to the actuarial assumptions discussed above, which were established as a result of the 2017 Experience Study, certain demographic changes

were made, including: (i) lowering the termination rates to reflect a continued trend of lower than expected teachers leaving their employment prior to retirement, and (ii) adopting changes to the retirement rates for both employees hire before the Implementation Date and after the Implementation Date to better reflect the anticipated impact of years of service on retirements. The 2019 STRS Actuarial Valuation continues using the Entry Age Normal Actuarial Cost Method.

Based on salary increases less than assumed, additional State contributions and actuarial asset gains recognized from the current and prior years, the 2019 STRS Program Actuarial Valuation reports that the unfunded actuarial obligation decreased by $1.5 billion since the 2018 Actuarial Valuation and the funded ratio increased by 2.0% to 66.0% over such time period.

According to the 2019 STRS Actuarial Valuation, the future revenues from contributions and appropriations for the STRS Defined Benefit Program are projected to be approximately sufficient to finance its obligations with a projected ending funded ratio in fiscal year ending June 30, 2046 of 99.9%, except for a small portion of the unfunded actuarial obligation related to service accrued on or after July 1, 2014 for member benefits adopted after 1990. AB 1469 provides no authority to the STRS Board to adjust rates to pay down that portion of the unfunded actuarial obligation. This finding reflects the scheduled contribution rate increases directed by statute, assumes additional increases in the scheduled contribution rates allowed under the current law will be made, and is based on the valuation assumptions and valuation policy adopted by the STRS Board, including a 7.00% investment rate of return assumption and includes the $1.117 billion State contribution made in July 2019 pursuant to SB 90.

The actuary for the STRS Defined Benefit Program notes in the 2019 STRS Actuarial Report that, since such report is dated as of June 30, 2019, the significant declines in the investment markets that have occurred in the first half the 2020 calendar year are not directly reflected in the 2019 STRS Actuarial Report. The actuary notes that such declines will almost certainly impact the future of the STRS Defined Benefit Program funding, and that, all things being equal, it is expected that the actuarial valuation for the fiscal year ending June 30, 2020 will show a greater increase in the projected State contribution rate (and possibly the employer rate) and a possible decline in the funded ratio. See "DISTRICT FINANCIAL MATTERS — State Funding of Education — *Coronavirus*."

In recent years, the PERS Board of Administration (the "PERS Board") has taken several steps, as described below, intended to reduce the amount of the unfunded accrued actuarial liability of its plans, including the Schools Pool.

On March 14, 2012, the PERS Board voted to lower the PERS' rate of expected price inflation and its investment rate of return (net of administrative expenses) (the "PERS Discount Rate") from 7.75% to 7.5%. On February 18, 2014, the PERS Board voted to keep the PERS Discount Rate unchanged at 7.5%. On November 17, 2015, the PERS Board approved a new funding risk mitigation policy to incrementally lower the PERS Discount Rate by establishing a mechanism whereby such rate is reduced by a minimum of 0.05% to a maximum of 0.25% in years when investment returns outperform the existing PERS Discount Rate by at least four percentage points. On December 21, 2016, the PERS Board voted to lower the PERS Discount Rate to 7.0% over a three year phase-in period in accordance with the following schedule: 7.375% in fiscal year 2017-18, 7.25% in fiscal year 2018-19 and 7.00% in fiscal year 2019-20. The new discount rate went into effect on July 1, 2017 for the State and on July 1, 2018 for K-14 school districts and other public agencies. Lowering the PERS Discount Rate means employers that contract with PERS to administer their pension plans will likely see increases in their normal costs and unfunded actuarial liabilities. Active members hired after January 1, 2013, under the Reform Act (defined below) will also see their contribution rates rise. According to PERS, the three-year reduction of the discount rate to 7.0% is expected to result in average employer rate increases of approximately 1-3% of normal cost as a percent of payroll for most miscellaneous retirement plans and a 2-5% increase for most safety plans.

On April 17, 2013, the PERS Board approved new actuarial policies aimed at returning PERS to fully-funded status within 30 years. The policies include a rate smoothing method with a 30-year fixed amortization period for gains and losses, a five-year increase of public agency contribution rates, including the contribution rate at the onset of such amortization period, and a five year reduction of public agency contribution rates at the end of such amortization period. The new actuarial policies were first included in the June 30, 2014 actuarial valuation and were implemented with respect the State, K-14 school districts and all other public agencies in fiscal year 2015-16.

Also, on February 20, 2014, the PERS Board approved new demographic assumptions reflecting (i) expected longer life spans of public agency employees and related increases in costs for the PERS system and (ii) trends of higher rates of retirement for certain public agency employee classes, including police officers and firefighters. The new actuarial assumptions were first reflected in the Schools Pool in the June 30, 2015 actuarial valuation. The increase in liability due to the new assumptions will be amortized over 20 years with increases phased in over five years, beginning with the contribution requirement for fiscal year 2016-17. The new demographic assumptions affect the State, K-14 school districts and all other public agencies.

The PERS Board is required to undertake an experience study every four years under its Actuarial Assumptions Policy and State law. As a result of the most recent experience study, on December 20, 2017, the PERS Board approved new actuarial assumptions, including (i) lowering the inflation rate to 2.625% for the June 30, 2018 actuarial valuation and to 2.50% for the June 30, 2019 actuarial valuation, (ii) lowering the payroll growth rate to 2.875% for the June 30, 2018 actuarial valuation and 2.75% for the June 30, 2019 actuarial valuation, and (iii) certain changes to demographic assumptions relating to the salary scale for most constituent groups, and modifications to the morality, retirement, and disability retirement rates.

On February 14, 2018, the PERS Board approved a new actuarial amortization policy with an effective date for actuarial valuations beginning on or after June 30, 2019, which includes (i) shortening the period over which actuarial gains and losses are amortized from 30 years to 20 years, (ii) requiring that amortization payments for all unfunded accrued liability bases established after the effective date be computed to remain a level dollar amount throughout the amortization period, (iii) removing the 5-year ramp-up and ramp-down on unfunded accrued liability bases attributable to assumptions changes and non-investment gains/losses established on or after the effective date and (iv) removing the 5-year ramp-down on investment gains/losses established after the effective date. While PERS expects that reducing the amortization period for certain sources of unfunded liability will increase future average funding ratios, provide faster recovery of funded status following market downturns, decrease expected cumulative contributions, and mitigate concerns over intergenerational equity, such changes may result in increases in future employer contribution rates.

On April 21, 2020, the PERS Board established the employer contribution rates for 2020-21 and released certain information from the Schools Pool Actuarial Valuation as of June 30, 2019, ahead of its release date in the latter half of 2020. From June 30, 2018 to June 30, 2019 the funded status for the Schools Pool decreased by 1.9% (from 70.4% to 68.5%); mainly due to the reduction in the discount rate from 7.25% to 7.00% and investment return in 2018-19 being lower than expected. The funded status as of June 30, 2019 does not reflect the State's additional payment of $660 million that was made pursuant to SB 90, since PERS received the payment in July 2019. PERS attributes the decline in the funded status over the last five years to recent investment losses in excess of investment gains, adoption of new assumptions, both demographic and economic, lowering of the discount rate, and negative amortization. Assuming all actuarial assumptions are realized, including investment return of 7% in fiscal year 2019-20, that no changes to assumptions, methods of benefits will occur during the projection period, along with the expected reductions in normal cost due to the continuing transition of active members from those employees hired prior to the Implementation Date (defined below), to those hired after such date, the contribution rate for 2021-22 was projected to increase annually, resulting in a projected 26.2% employer contribution rate for fiscal year 2026-27. As of the April 21, 2020, PERS reported that the year to date return for the 2019-20 fiscal year was well below the 7% assumed return. See "STATE OF CALIFORNIA FISCAL ISSUES — 2020-21 State Budget."

California Public Employees' Pension Reform Act of 2013. On September 12, 2012, the Governor signed into law the California Public Employees' Pension Reform Act of 2013 (the "Reform Act"), which makes changes to both STRS and PERS, most substantially affecting new employees hired after January 1, 2013 (the "Implementation Date"). For STRS participants hired after the Implementation Date, the Reform Act changes the normal retirement age by increasing the eligibility for the 2% age factor (the age factor is the percent of final compensation to which an employee is entitled for each year of service) from age 60 to 62 and increasing the eligibility of the maximum age factor of 2.4% from age 63 to 65. Similarly, for non-safety PERS participants hired after the Implementation Date, the Reform Act changes the normal retirement age by increasing the eligibility for the 2% age factor from age 55 to 62 and increases the eligibility requirement for the maximum age factor of 2.5% to age 67. Among the other changes to PERS and STRS, the Reform Act also: (i) requires all new participants enrolled in PERS and STRS after the Implementation Date to contribute at least 50% of the total annual normal cost of their pension benefit each year as determined by an actuary, (ii) requires STRS and PERS to determine the final compensation amount for employees based upon the highest annual compensation earnable averaged over a consecutive 36-month period as the basis for calculating retirement benefits for new participants enrolled after the Implementation Date (previously 12 months for STRS members who retire with 25 years of service), and (iii) caps "pensionable compensation" for new participants enrolled after the Implementation Date at 100% of the federal Social Security contribution (to be adjusted annually based on changes to the Consumer Price Index for all Urban Consumers) and benefit base for members participating in Social Security or 120% for members not participating in social security (to be adjusted annually based on changes to the Consumer Price Index for all Urban Consumers), while excluding previously allowed forms of compensation under the formula such as payments for unused vacation, annual leave, personal leave, sick leave, or compensatory time off.

Post-Employment Benefits

The District provides post-employment health care benefits, in accordance with the District's employment contracts, to all employees who retire from the District on or after attaining a certain age with certain years of service (the "District OPEB Plan"). All employees who retire from the District will receive these benefits upon attaining the age of 55 with 15 years of service. For eligible certificated employees and eligible management, confidential and supervisory employees, the District pays 100% of the retiree medical coverage costs. For eligible classified employees, the District pay 50% of the retiree medical coverage costs, and the District will pay an additional 10% for each additional year of service after 15 years up to 100%. Retirees pay 100% of the cost of any spouse or dependent coverage. A retiree will receive these health care benefits to the end of the month in which the retiree turns 65. Expenditures for post-employment benefits are recognized by the District on a pay-as-you-go basis, as retirees report claims paid. As of June 30, 2019, 40 retired employees and beneficiaries met those eligibility requirements and the District employed 886 active participants

Beginning with its fiscal year ending June 30, 2009, the District was required to comply with GASB Statement 45 relating to the District OPEB Plan, which required the District to recognize the expenses and related liabilities and assets for any post-employment benefits provided by the District in its government-wide financial statements of net assets and activities. The District was required to conduct a report on its unfunded actuarial liability every two years with respect to its post-employment benefits.

In June 2015, GASB issued Statement 75, which replaced the requirements under the GASB Statement 45. The provisions in Statement 75 are effective for fiscal years beginning after June 15, 2017. The primary objective of Statement 75 is to improve accounting and financial reporting by state and local governments for post-employment benefits other than pensions (other post-employment benefits or "OPEB"). Statement 75 also improves information provided by state and local governmental employers about financial support for OPEB that is provided by other entities. Statement 75 results from a comprehensive review of the effectiveness of existing standards of accounting and financial reporting for all post-employment benefits (pensions and OPEB) with regard to providing decision-useful information, supporting assessments of accountability and inter-period equity, and creating additional transparency.

More specifically, Statement 75 requires the liability of employers to be measured as the portion of the present value of projected benefit payments to be provided to current active and inactive employees that is attributed to those employees' past periods of service (total OPEB liability), less the amount of the OPEB plan's fiduciary net position. Statement 75 requires the recognition of the total OPEB liability in the Statement of Net Position.

The District's most recent actuarial valuation report for the District OPEB Plan, dated June 30, 2020 (the "Valuation Report"), reflects the application of GASB Statement 75. Based on such actuarial valuation report, the total liability for the District OPEB Plan was $17,019,214 as of the June 30, 2019 measurement date. This amount represented the present value of all benefits projected to be paid by the District for current and future retirees.

The District recognizes the post-employment health care benefits on a pay-as-you-go basis. The most recent actuarial valuation report for the District OPEB Plan did not provide an actuarially determined contribution for the District OPEB Plan (i.e. a contribution amount that is projected to fully fund the District OPEB Plan over a period of amortization). The District contributed $470,127 to the District OPEB Plan in fiscal year 2018-19. The District recognized an OPEB expense of $1,348,578 for fiscal year 2018-19. The changes in net District OPEB Plan liability as of June 30, 2019, are shown in the following table:

Total District OPEB Plan Liability	***June 30, 2019***
Service Cost	$ 691,833
Interest on Total OPEB Liability	544,221
Differences between expected and actual experience	570,501
Changes of Assumptions	590,377
Benefit Payments/Refunds of member contributions	(470,127)
Net Change in OPEB Liability	**1,926,805**
Total OPEB Liability, Beginning	**15,092,409**
Total OPEB Liability, Ending	**$17,019,214**

Source: San Ysidro School District's Valuation Report.

See Note P to the District's Audited Financial Statements for fiscal year 2018-19 attached as Appendix E hereto.

The District expects that it will establish an irrevocable trust with respect to its post-employment benefit obligations in the near future, but will not begin funding such trust until its financial position is more stable.

Insurance

The District is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees and natural disasters. The District currently receives property and liability insurance coverage through Southern California Regional Liability Excess Fund (SC ReLiEF), a non-profit member-owned and operated Joint Powers Authority. Settled claims have not exceeded this commercial coverage in any of the past three years. The District receives its workers' compensation insurance through Protected Insurance Program for Schools (P.I.P.S) Joint Power Authority.

Cybersecurity

The District, like many other public and private entities, relies on a large and complex technology environment to conduct its operations. As a recipient and provider of personal, private, or sensitive information, the District is subject to multiple cyber threats including, but not limited to, hacking, viruses, malware and other attacks on computer and other sensitive digital networks and systems. Entities or individuals may attempt to gain unauthorized access to the District's digital systems for the purposes of misappropriating assets or information

or causing operational disruption and damage. To date, there has been one significant cyber-attack on the District's computers and technologies. In 2017, the District experienced an attack on its computer operating systems which resulted in several of the District's computers being infected with a virus. In response to the attack, the District worked with Vector USA, a cybersecurity firm, to quarantine the affected devices and remove the infection. As a result of the cyber-attack, the District implemented new cybersecurity measures including contracting with Vector USA for computer protection, purchasing a new antivirus system, scanning all computers, hardening servers and reviewing network security. Additionally, the District carries cybersecurity insurance through Chubb.

While the District is routinely maintaining its technology systems and regularly implementing new information security controls, no assurances can be given that the District's security and operational control measures will be successful in guarding against all cyber threats and attacks. The results of any attack on the District's computer and technology system could negatively impact the District's operations, and the costs related to such attacks could be substantial.

DISTRICT FINANCIAL MATTERS

Accounting Practices

The accounting policies of the District conform to generally accepted accounting principles and are in accordance with the policies and procedures of the California School Accounting Manual. This manual, according to Section 41010 of the California Education Code, is to be followed by all State school districts.

The District generally adopts the Government Accounting Standards Board Statements for its financial reporting. Changes to the GASB Statements can result in changes in accounting principles which impact the District's financial reporting and results.

District Budget

The District is required by provisions of the California Education Code to maintain each fiscal year a balanced budget in which the sum of expenditures plus the ending fund balance from the previous fiscal year cannot exceed the revenues plus the ending fund balance from the previous year. The California State Department of Education (the "Department") imposes a uniform budgeting format for each school district in the State.

School districts must adopt a budget no later than June 30 of each year. The budget must be submitted to the County Superintendent of Schools (the "County Superintendent") within five days of adoption or by July 1, whichever occurs first. The budget is only readopted if it is disapproved by the County Superintendent, or as needed.

Upon receipt of an adopted budget, the County Superintendent will (a) examine the adopted budget for compliance with the standards and criteria adopted by the State Board of Education and identify technical corrections necessary to bring the budget into compliance, (b) determine if the adopted budget allows the district to meet its current obligations, (c) determine if the adopted budget is consistent with a financial plan that will enable the district to meet its multi-year financial commitments, (d) determine whether the adopted budget includes the expenditures necessary to implement the local control and accountability plan or annual update thereto, and (e) determine whether the adopted budget includes a combined assigned and unassigned ending fund balance that exceeds the minimum recommended reserve for economic uncertainties. On or before September 15, the County Superintendent will approve, conditionally approve or disapprove the adopted budget for each school district.

If the County Superintendent determines that the adopted budget does not satisfy one or more of the requirements set forth in the preceding paragraph, the County Superintendent shall transmit recommendations

regarding revisions to the adopted budget to the school district and the reasons therefor. The County Superintendent may assign a fiscal adviser to assist the school district to develop a budget in compliance with those revisions. In addition, the County Superintendent may appoint a committee to examine and comment on the review and recommendations, subject to the requirement that the committee report its findings to the County Superintendent no later than September 20.

If the adopted budget of a school district is conditionally approved or disapproved by the County Superintendent, on or before October 8, the governing board of the school district, in conjunction with the County Superintendent, shall review and respond to the recommendations of the County Superintendent at a regular meeting of the governing board of the school district. The response shall include any revisions to the adopted budget and other proposed actions to be taken, if any, as a result of those recommendations.

No later than October 22, the County Superintendent must notify the State Superintendent of Public Instruction (the "State Superintendent") of all school districts whose budget has been disapproved.

Upon receipt of a revised budget, the County Superintendent must determine whether the revised budget conforms to the standards and criteria applicable to final district budgets. If the revised budget is disapproved, the County Superintendent will call for the formation of a budget review committee pursuant to Education Code Section 42127.1, unless the governing board of the school district and the County Superintendent agree to waive the requirement that a budget review committee be formed and the Department approves the waiver after determining that a budget review committee is not necessary.

If a budget review committee is appointed and recommends approval of the adopted budget, the County Superintendent shall accept the recommendation of the committee and approve the adopted budget.

If the budget review committee disapproves the adopted budget, the governing board of the school district, not later than five working days after the receipt of the report from the budget review committee, may submit a response to the State Superintendent, including any revisions to the adopted budget and any other proposed actions to be taken as a result of the budget review committee's recommendations. Based upon these recommendations and any response thereto provided by the governing board of the school district, the State Superintendent shall either approve or disapprove the revised budget. If the State Superintendent disapproves the budget, they shall notify the governing board of the school district in writing of the reasons for that disapproval and, until the County Superintendent certifies the school district's First Interim Financial Report (as described below), the County Superintendent shall undertake the actions set forth in Education Code section 42127.3.

Upon the grant of a waiver from the requirement to form a budget review committee, the County Superintendent immediately has the authority and responsibility provided in Section 42127.3. Upon approving a waiver of the budget review committee, the Department shall ensure that a balanced budget is adopted for the school district by December 31. If no budget is adopted by December 31, the State Superintendent may adopt a budget for the school district. The State Superintendent shall report to the State Legislature and the Director of Finance of the State Department of Budget and Finance by January 10 if any school district, including a school district that has received a waiver of the budget review committee process, does not have an adopted budget by December 31. This report shall include the reasons why a budget has not been adopted by the deadline, the steps being taken to finalize budget adoption, the date the adopted budget is anticipated, and whether the State Superintendent has or will exercise their authority to adopt a budget for the school district.

Not later than November 8, the County Superintendent shall submit a report to the State Superintendent identifying all school district for which budgets have been disapproved or budget review committees waived.

Until a district's budget is approved, the district will operate on the lesser of its proposed budget for the current fiscal year or the last budget adopted and reviewed for the prior fiscal year.

After approving the districts' budgets, the County Superintendent will monitor, throughout the fiscal year, each school district under their jurisdiction pursuant to its adopted budget to determine on a continuing basis if the district can meet its current or subsequent year financial obligations. If a County Superintendent determines that a district cannot meet its current or subsequent year obligations, the County Superintendent may do either or both of the following: (a) assign a fiscal advisor to enable the district to meet those obligations, or (b) if a study and recommendations are made and a district fails to take appropriate action to meet its financial obligations, the County Superintendent must so notify the State Superintendent, and then may do any or all of the following for the remainder of the fiscal year: (i) request additional information regarding the district's budget and operations; (ii) develop and impose, also after consulting with the district's board, revisions to the budget that will enable the district to meet its financial obligations; and (iii) stay or rescind any action inconsistent with such revisions. However, the County Superintendent may not abrogate any provision of any collective bargaining agreement that was entered into prior to the date upon which the County Superintendent assumed authority.

At a minimum, school districts file with their County Superintendent and the Department a First Interim Financial Report by December 15 covering financial operations from July 1 through October 31 and a Second Interim Financial Report by March 15 covering financial operations from November 1 through January 31. Section 42131 of the Education Code requires that each interim report be certified by the school board as either (a) "positive," certifying that the district, "based upon current projections, will meet its financial obligations for the current fiscal year and the subsequent two fiscal years," (b) "qualified," certifying that the district, "based upon current projections, may not meet its financial obligations for the current fiscal year or the two subsequent fiscal years," or (c) "negative," certifying that the district, "based upon current projections, will be unable to meet its financial obligations for the remainder of the fiscal year or the subsequent fiscal year." A certification by a school board may be revised by the County Superintendent. If either the First or Second Interim Report is not "positive," the County Superintendent may require the district to provide a Third Interim Financial Report covering financial operations from February 1 through April 30 by June 1. If not required, a Third Interim Financial Report is not prepared. Each interim report shows fiscal year to date financial operations and the current budget, with any budget amendments made in light of operations and conditions to that point. After the close of the fiscal year on June 30, an unaudited financial report for the fiscal year is prepared and filed without certification with the County Superintendent and the Department.

Within the past 5 years, the District received qualified certifications on four of its budgets and interim reports, including most recently a qualified certification on its Second Interim Report for fiscal year 2019-20. See "—District's Recent Financial History" for a discussion of the financial issues affecting the District over the past several years.

Pursuant to State law, the District adopted the 2020-21 Adopted Budget on June 25, 2020. The 2020-21 Adopted Budget was based on the information in the Governor's May Revision to the proposed State budget for fiscal year 2020-21. As described below, the State subsequently adopted its 2020-21 Budget which provided more funding for schools. As a result, the District adopted its Revised 2020-21 Adopted Budget on July 28, 2020, which budget set forth revenues and expenditures such that appropriations during fiscal year 2020-21 are not projected to exceed the sum of revenues plus the July 1, 2020 beginning fund balance. The County Superintendent approved the District's Revised 2020-21 Adopted Budget on September 15, 2020. See "DISTRICT FINANCIAL MATTERS — Current Financial Condition" and "STATE OF CALIFORNIA FISCAL ISSUES — 2020-21 State Budget."

State Funding of Education

School district revenues consist primarily of appropriated State moneys, local property taxes and funds received from the State in the form of categorical aid under ongoing programs of local assistance. All State aid is subject to the appropriation of funds in the State's annual budget.

Local Control Funding Formula. State Assembly Bill 97 (Stats. 2013, Chapter 47) ("AB 97"), enacted as part of the fiscal year 2013-14 State budget, established a new system for funding school districts, charter schools and county offices of education. Certain provisions of AB 97 were amended and clarified by Senate Bill 91 (Stats. 2013, Chapter 49).

The primary component of AB 97, as amended by SB 91, is the implementation of the Local Control Funding Formula ("LCFF"), which replaced the revenue limit funding system for determining State apportionments, as well as the majority of categorical program funding. State allocations are now provided on the basis of target base funding grants per unit of ADA (a "Base Grant") assigned to each of four grade spans. Each Base Grant is subject to certain adjustments and add-ons, as discussed below. Full implementation of the LCFF occurred over a period of eight fiscal years. In each year, an annual transition adjustment was calculated for each school district, equal to such district's proportionate share of appropriations included in the State budget to close the gap between the prior-year funding level and the target allocation following full implementation of the LCFF. In each year, school districts had the same proportion of their respective funding gaps closed, with dollar amounts varying depending on the size of a district's funding gap.

The Base Grants per unit of ADA for each grade span are as follows: (i) $6,845 for grades K-3; (ii) $6,947 for grades 4-6; (iii) $7,154 for grades 7-8; and (iv) $8,289 for grades 9-12. During the implementation period of the LCFF, the Base Grants were adjusted for COLAs by applying the implicit price deflator for government goods and services. The provision of COLAs is currently subject to appropriation for such adjustment in the annual State budget. The differences among Base Grants are linked to differentials in statewide average revenue limit rates by district type, and are intended to recognize the generally higher costs of education at higher grade levels.

The Base Grants for grades K-3 and 9-12 are subject to adjustments of 10.4% and 2.6%, respectively, to cover the costs of class size reduction in early grades and the provision of career technical education in high schools. Following full implementation of the LCFF, and unless otherwise collectively bargained for, school districts serving students in grades K-3 must maintain an average class enrollment of 24 or fewer students in grades K-3 at each school site in order to continue receiving the adjustment to the K-3 Base Grant. Such school districts must also make progress towards this class size reduction goal in proportion to the growth in their funding over the implementation period. Additional add-ons are also provided to school districts that received categorical block grant funding pursuant to the Targeted Instructional Improvement and Home-to-School Transportation programs during fiscal year 2012-13.

School districts that serve students of limited English proficiency ("EL" students), students from low income families that are eligible for free or reduced priced meals ("LI" students) and foster youth are eligible to receive additional funding grants. Enrollment counts are unduplicated, such that students may not be counted as both EL and LI (foster youth automatically meet the eligibility requirements for free or reduced priced meals, and are therefore not discussed herein separately). AB 97 authorizes a supplemental grant add-on (each, a "Supplemental Grant") for school districts that serve EL/LI students, equal to 20% of the applicable Base Grant multiplied by such districts' percentage of unduplicated EL/LI student enrollment. School districts whose EL/LI populations exceed 55% of their total enrollment are eligible for a concentration grant add-on (each, a "Concentration Grant") equal to 50% of the applicable Base Grant multiplied the percentage of such district's unduplicated EL/LI student enrollment in excess of the 55% threshold. The District qualifies for both the Supplemental Grant and the Concentration Grant.

Table 8 below shows a breakdown of the District's ADA by grade span, total enrollment, and the percentage of EL/LI student enrollment, for fiscal years 2016-17 through 2020-21.

TABLE 8
ADA, ENROLLMENT AND EL/LI ENROLLMENT PERCENTAGE
Fiscal Years 2016-17 through 2020-21
San Ysidro School District

	Average Daily Attendance[1]				*Enrollment*	
Fiscal Year	*K-3*	*4-6*	*7-8*	*Total ADA*	*Total Enrollment*[2]	*% of EL/LI Enrollment*[2]
2016-17	1,945.02	1,633.31	1,006.16	4,584.49	4,815	89.86%
2017-18	1,895.00	1,563.75	1,049.71	4,508.46	4,733	81.44%
2018-19	1,873.44	1,452.64	1,025.24	4,351.32	4,578	86.69%
2019-20	1,800.71	1,420.72	981.67	4,203.10	4,475	84.73%
2020-21	1,800.71	1,420.72	981.67	4,203.10	4,475	84.73%

(1) Reflects P-2 ADA. Pursuant to SB 117, the ADA reported to the State Department of Education for the second period and the annual period for apportionment purposes for the 2019-20 school year only includes all full school months from July 1, 2019 through February 29, 2020. See "—Considerations Regarding COVID-19" below.

(2) As of October report submitted to the California Basic Educational Data System (CBEDS). For purposes of calculating Supplemental and Concentration Grants, a school district's percentage of unduplicated EL/LI students is based on a rolling average of such district's EL/LI enrollment for the then-current fiscal year and the two immediately preceding fiscal years. Estimated for fiscal year 2020-21.

Source: San Ysidro School District.

For certain school districts that would have received greater funding levels under the prior revenue limit system, the LCFF provides for a permanent economic recovery target ("ERT") add-on, equal to the difference between the revenue limit allocations such districts would have received under the prior system in fiscal year 2020-21, and the target LCFF allocations owed to such districts in the same year. To derive the projected funding levels, the LCFF assumes the discontinuance of deficit revenue limit funding, implementation of a varying COLA in fiscal years 2014-15 through 2020-21, and restoration of categorical funding to pre-recession levels. The ERT add-on will be paid incrementally over the implementing period of the LCFF. The District qualified for the ERT add-on in fiscal year 2019-20.

The sum of a school district's adjusted Base, Supplemental and Concentration Grants will be multiplied by such district's P-2 ADA for the current or prior year, whichever is greater (with certain adjustments applicable to small school districts). This funding amount, together with any applicable ERT or categorical block grant add-ons, will comprise a district's total LCFF allocation. Generally, the amount of annual State apportionments received by a school district will amount to the difference between such total LCFF allocation and such district's share of applicable local property taxes. Most school districts receive a significant portion of their funding from such State apportionments. As a result, decreases in State revenues may significantly affect appropriations made by the Legislature to school districts.

Coronavirus. The spread of COVID-19, a strain of coronavirus, is altering the behavior of businesses and people in a manner that is having negative effects on global and local economies. In addition, stock markets in the United States and globally have seen significant volatility attributed to coronavirus concerns. COVID-19 has been characterized as a pandemic by the World Health Organization, and has resulted in a declaration of a national emergency by the Federal Government on March 13, 2020, a state of emergency by certain states (including by the State of California on March 4, 2020) and by local governments.

In response to the spread of COVID-19, all District schools were closed for the final three months of the 2019-20 school year. On March 13, 2020, Governor Newsom issued Executive Order N-26-20, qualifying

closure of schools to address COVID-19 as a condition preventing maintenance of schools wherein school districts would continue to receive State funding, and encouraging the implementation of distance learning strategies. On July 17, 2020, the Governor announced that all schools in counties on the State's watch list, including the County, would begin the fiscal year 2020-21 school year with remote learning only. The District's schools continue to remain closed to in-person instruction. The closure of in-person instruction in the final three months of fiscal year 2019-20 did not impact the funding that the District received from the State for that fiscal year and the closure of in-person instruction in fiscal year will not impact the funding that the District will receive from the State in fiscal year 2020-21. See "—Considerations Regarding COVID-19" for a more thorough discussion of COVID-19 and its impact on the District.

There can be no assurances that the spread of COVID-19, or the responses thereto by local, State, or the federal government, will not materially adversely impact the local, state and national economies or adversely impact enrollment or ADA within the District, and, accordingly, materially adversely impact the financial condition or operations of District or the assessed valuation of property within the District.

Basic Aid or Community Funded School Districts. Certain schools districts, known as "basic aid" or "community funded" districts, have allocable local property tax collections that equal or exceed such districts' total LCFF allocation, and result in the receipt of no State apportionment aid. Basic aid school districts receive only special categorical funding, which is deemed to satisfy the "basic aid" requirement of $120 per student per year guaranteed by Article IX, Section 6 of the State Constitution. The implication for basic aid districts is that the legislatively determined allocations to school districts, and other politically determined factors, are less significant in determining their primary funding sources. Rather, property tax growth and the local economy are the primary determinants. The District does not currently qualify as a basic aid district.

Accountability. Regulations adopted by the State Board of Education require that school districts increase or improve services for EL/LI students in proportion to the increase in funds apportioned to such districts on the basis of the number and concentration of such EL/LI students, and detail the conditions under which school districts can use supplemental or concentration funding on a school-wide or district-wide basis.

School districts are also required to adopt local control and accountability plans ("LCAPs") disclosing annual goals for all students, as well as certain numerically significant student subgroups, to be achieved in eight areas of State priority identified by the LCFF. LCAPs may also specify additional local priorities. LCAPs must specify the actions to be taken to achieve each goal, including actions to correct identified deficiencies with regard to areas of State priority. LCAPs are required to be adopted every three years, beginning in fiscal year 2014-15, and updated annually thereafter. The State Board of Education has adopted a template LCAP for use by school districts.

Support and Intervention. AB 97, as amended by SB 91, establishes a new system of support and intervention to assist school districts meet the performance expectations outlined in their respective LCAPs. School districts must adopt their LCAPs (or annual updates thereto) in tandem with their annual operating budgets, and not later than five days thereafter submit such LCAPs or updates to their respective county superintendents of schools. On or before August 15 of each year, a county superintendent may seek clarification regarding the contents of a district's LCAP (or annual update thereto), and the district is required to respond to such a request within 15 days. Within 15 days of receiving such a response, the county superintendent can submit non-binding recommendations for amending the LCAP or annual update, and such recommendations must be considered by the respective school district at a public hearing within 15 days. A district's LCAP or annual update must be approved by the county superintendent by October 8 of each year if the superintendent determines that (i) the LCAP or annual update adheres to the State template, and (ii) the district's budgeted expenditures are sufficient to implement the actions and strategies outlined in the LCAP. The District has updated its LCAP through fiscal year 2019-20. In light of the COVID-19 pandemic, for fiscal year 2020-21 the State has replaced the LCAP with a requirement to file a Learning Continuity and Attendance Plan to be completed by September 30, 2020. The District adopted its Learning Continuity and Attendance Plan on

September 17, 2020 and submitted the plan to the San Diego County Office of Education on September 23, 2020. See "STATE OF CALIFORNIA FISCAL ISSUES—2020-21 State Budget—LCAPs."

A school district is required to receive additional support if its respective LCAP or annual update thereto is not approved, if the district requests technical assistance from its respective county superintendent, or if the district does not improve student achievement across more than one State priority for one or more student subgroups. Such support can include a review of a district's strengths and weaknesses in the eight State priority areas, or the assignment of an academic expert to assist the district identify and implement programs designed to improve outcomes. Assistance may be provided by the California Collaborative for Educational Excellence, a state agency created by the LCFF and charged with assisting school districts achieve the goals set forth in their LCAPs. The State Board of Education has developed rubrics to assess school district performance and the need for support and intervention.

The State Superintendent is further authorized, with the approval of the State Board of Education, to intervene in the management of persistently underperforming school districts. The State Superintendent may intervene directly or assign an academic trustee to act on their behalf. In so doing, the State Superintendent is authorized to (i) modify a district's LCAP, (ii) impose budget revisions designed to improve student outcomes, and (iii) stay or rescind actions of the local governing board that would prevent such district from improving student outcomes; provided, however, that the State Superintendent is not authorized to rescind an action required by a local collective bargaining agreement.

Other State Sources. In addition to State allocations determined pursuant to the LCFF, the District receives other State revenues consisting primarily of restricted revenues designed to implement State mandated programs. Beginning in fiscal year 2013-14, categorical spending restrictions associated with a majority of State mandated programs were eliminated, and funding for these programs was folded into the LCFF. Categorical funding for certain programs was excluded from the LCFF, and school districts will continue to receive restricted State revenues to fund these programs.

Other Sources. The federal government provides funding for several school district programs, including specialized programs such as Every Student Succeeds, special education programs, and programs under the Educational Consolidation and Improvement Act. In addition, a small part of a school district's budget is from local sources other than property taxes, including but not limited to interest income, leases and rentals, educational foundations, donations and sales of property.

Historical General Fund Financial Information

Table 9 below summarizes the District's Statement of General Fund Revenues, Expenditures and Changes in Fund Balance for fiscal years 2014-15 through 2018-19. The figures in Table 9 below are taken from the District's audited financial statements. See Appendix B — "DISTRICT'S 2018-19 AUDITED FINANCIAL STATEMENTS" for further detail on the District's financial condition as of June 30, 2019.

Table 9
SAN YSIDRO SCHOOL DISTRICT
Summary of General Fund Revenues, Expenditures and Changes in Fund Balance

	Audited 2014-15	*Audited 2015-16*	*Audited 2016-17*	*Audited 2017-18*	*Audited 2018-19*
SOURCES					
Revenue Limit/LCFF Sources	$ 36,928,386	$ 42,643,897	$ 45,434,629	$ 46,359,373	$ 48,718,618
Federal Sources	2,323,100	3,923,270	2,280,316	3,334,711	2,888,373
Other State Revenues	2,519,765	5,363,677	4,640,760	4,015,787	6,847,476
Other Local Revenue	3,777,953	4,827,145	3,558,012	3,554,938	3,224,505
Total Revenues	$ 45,549,204	$ 56,757,989	$ 55,913,717	$ 57,264,809	$ 61,678,972
EXPENDITURES					
Instruction	$ 29,208,733	$ 31,237,763	$ 33,511,897	$ 39,132,511	$ 41,603,773
Instruction – Related Services	3,460,962	4,090,057	4,790,951	5,268,581	5,294,757
Pupil Support Services	2,855,940	4,038,493	4,169,764	4,813,541	5,016,825
Ancillary Services	-	-	529,250	28,092	59,792
General Administration	3,116,406	5,699,751	5,317,887	6,246,768	5,909,146
Plant Services	4,556,968	4,918,591	5,680,673	7,137,220	6,223,595
Other Outgo	29,226	203,389	357,717	229,166	67,459
Capital Outlay		261,126	1,139,710	2,368,570	3,958,548
Debt Service					0
Principal	467,899	1,265,355	-	372,458	190,835
Interest	-	-	-	493,615	1,011,627
Total Expenditures	$ 43,696,134	$ 51,714,525	$ 55,497,849	$ 66,090,522	$ 69,336,357
Excess of (Deficiency) of Revenues Over Expenditures	1,853,070	5,043,464	415,868	(8,825,713)	(7,657,385)
OTHER FINANCING SOURCES					
Transfers In/Positive Sources	$ -	$ -	$ -	$ 253,630	$ -
Transfers Out/Negative Sources	(23,317)	-	-	(11,600,920)[2]	(481,000)[4]
Other Sources	-	-	1,988,254[1]	15,333,885[3]	-
Total Other Financing Sources (uses)	(23,317)	-	1,988,254	3,986,595	(481,000)
Excess (Deficiency) of Revenues and Other Financing Sources over Expenditures and Other Uses	$ 1,829,753	$ 5,043,464	$ 2,404,122	$ (4,839,118)	$ (8,138,385)
Fund Balance (Deficit), July 1	6,360,639	8,190,391	13,233,856	15,607,553	10,768,436
Fund Balance (Deficit), June 30	$ 8,190,392	$ 13,233,855	$ 15,637,978	$ 10,768,435	$ 2,630,051

(1) Represents the proceeds from the Equipment Lease that funded a District HVAC project.
(2) Represents a transfer out from the General Fund to the Building Fund for the modernization of La Mirada Elementary School and Smythe Elementary School.
(3) Represents the proceeds from the 2017 Certificates and from a qualified zone academy bond.
(4) Represents a contribution to the Cafeteria Fund.
Source: San Ysidro School District Audited Financial Statements for fiscal years 2014-15 through 2018-19.

Table 10 below compares the District's General Fund Adopted Budget to its General Fund actual revenues and expenditures for fiscal year 2017-18 and its General Fund Adopted Budget to its General Fund actual revenues and expenditures for fiscal year 2018-19.

Table 10
SAN YSIDRO SCHOOL DISTRICT
Comparison of General Fund Budgeted to General Fund Revenues and Expenditures for Fiscal Years 2017-18 and 2018-19

	2017-18		*2018-19*	
	Budget	***Actual***	***Budget***	***Actual***
Revenues				
LCFF Sources	$ 46,969,122	$ 46,359,373	$ 48,397,459	$ 48,718,618
Federal Revenue	3,004,268	3,334,711	3,100,344	2,888,373
Other State Revenue	2,590,486	4,015,787	2,882,276	6,847,476
Other Local Revenue	3,163,662	3,554,938	3,570,135	3,224,505
Total Revenues	$ 55,727,538	$ 57,264,809	$ 57,950,214	$ 61,678,972
Expenditures				
Certificated Salaries	$ 23,735,752	$ 25,196,722	$ 24,430,890	$ 24,947,101
Classified Salaries	8,846,702	10,878,124	10,740,673	11,346,905
Employee Benefits	9,640,114	13,316,913	12,283,193	17,021,452
Books and Supplies	3,881,155	3,685,601	3,740,139	2,220,755
Services and Other Operating Expenditures	9,630,950	9,647,691	7,279,128	8,571,675
Other Outgo	661,470	229,166	250,000	67,459
Direct Support/Indirect Costs	-	(98,338)	(86,000)	0
Capital Outlay	257,062	2,368,570	375,000	3,958,548
Debt Service				0
Principal	-	372,458	190,835	190,835
Interest	-	493,615	762,795	1,011,627
Total Expenditures	$ 56,653,205	$ 66,090,522	$ 59,966,653	$ 69,336,357
Excess (Deficiency) of Revenues Over (Under) Expenditures	$ (925,667)	$ (8,825,713)	$ (2,016,439)	$ (7,657,385)
Other Financing Sources				
Transfers In/Positive Sources	$ -	$ 253,630	$ -	$ -
Transfers Out/Negative Sources	-	(11,600,920)[(1)]	-	(481,000)[(3)]
Other Sources	15,333,885[(1)]	15,333,885[(2)]	-	-
Total Other Financing Sources and Uses	$ 15,333,885	$ 3,986,595	$ -	$ (481,000)
Excess (Deficiency) of Revenues and Other Financing Sources Over (Under) Expenditures and Other Financing Uses	$ 14,408,218	$ (4,839,118)	$ (2,016,439)	$ (8,138,385)
Fund Balances, July 1	15,607,553	15,607,553	10,768,436	10,768,436
Fund Balances, June 30	$ 30,015,771	$ 10,768,435	$ 8,751,997	$ 2,630,051

(1) Represents a transfer out from the General Fund to the Building Fund for the modernization of La Mirada Elementary School and Smythe Elementary School.
(2) Represents the proceeds from the 2017 Certificates and from a qualified zone academy bond.
(3) Represents a contribution to the Cafeteria Fund.
Source: San Ysidro School District adopted budget for fiscal years 2017-18 and 2018-19 and Audited Financial Statements for fiscal years 2017-18 and 2018-19.

Table 11 below sets forth the District's General Fund balance sheet for the 2014-15 through 2018-19 fiscal years.

Table 11
SAN YSIDRO SCHOOL DISTRICT
Summary of Combined General Fund Balance Sheet

	Audited 2014-15	*Audited 2015-16*	*Audited 2016-17*	*Audited 2017-18*	*Audited 2018-19*
Assets					
Cash in County Treasury	$ 7,856,029	$ 14,620,165	$ 18,112,695	$ 11,836,973	$ 1,017,545
Cash on Hand and in Bank	10,871	276	24,415	24,415	24,415
Cash in Revolving Fund	5,477	6,759	7,233	13,433	13,433
Cash with a Fiscal Agent/Trustee	-	-	1,995,941	3,490,560	3,490,560
Accounts Receivable	1,849,493	2,324,091	285,422	1,351,348	1,655,813
Due from Grantor Governments	-	-	1,036,056	-	-
Due from Other Funds	219,020	-	200,000	708,609	1,130,509
Stores Inventories	87,837	58,640	-	-	4,569
Prepaid Expenditures	3,000	3,000	8,000	8,000	8,000
Total Assets	$ 10,031,727	$ 17,012,931	$ 21,669,762	$ 17,433,338	$ 7,344,844
Liabilities and Fund Equity					
Liabilities					
Accounts Payable	$ 947,921	$ 3,777,576	$ 5,930,649	$ 6,052,023	$ 2,477,100
Due to Grantor Governments	354,511	-	-	-	-
Due to Other Funds	834	-	-	98,699	779,699
Unearned Revenue	538,069	1,500	101,135	514,181	1,457,994
Total Liabilities	$ 1,841,335.	$ 3,779,076	$ 6,031,784	$ 6,664,903	$ 4,714,793
Fund Balances					
Nonspendable Fund Balances:					
Revolving Cash	$ 5,477	$ 6,759	$ 7,233	$ 13,433	$ 13,433
Stores Inventories	87,837	58,640	-	-	4,569
Prepaid Items	3,000	3,000	8,000	8,000	8,000
Restricted Fund Balances	2,691,503	2,845,753	2,620,857	5,441,874	1,523,582
Assigned Fund Balances				2,924,504	49,780
Unassigned:					
Reserve for Economic Uncertainty	1,311,584	1,604,490	1,664,935	2,330,743	1,030,687
Other Unassigned	4,090,991	8,715,213	11,336,953	49,881	-
Total Fund Balance	$ 8,190,392.	$ 13,233,855	$ 15,637,978.	$ 10,768,435	$ 2,630,051
Total Liabilities and Fund Balances	$ 10,031,727	$ 17,012,931	$ 21,669,762	$ 17,433,338	$ 7,344,844

Source: San Ysidro School District Audited Financial Statements for fiscal years 2014-15 through 2018-19.

District's Recent Financial History

Within the past 5 fiscal years, the District received qualified certifications on four of its budgets and interim reports, including most recently a qualified certification on its Second Interim Report for fiscal year 2019-20. In addition, in each of the past fiscal 5 years, the District's audited financial statements have contained auditor findings that the District had several material financial weaknesses in each respective fiscal year, including misuse of District funds, potential fraud and inflated ADA, enrollment and unduplicated count.

On May 24, 2016, the San Diego County Grand Jury released a report (the "2016 Grand Jury Report") of its investigation into the District's indebtedness. Among other things, the 2016 Grand Jury Report concluded that the District lacked internal fiscal controls and record retention/destruction of document policies, that former District administrators withheld information from the Board on issues related to expenditures and bond obligations and that members of the Board disregarded their fiduciary responsibility to the District's community by improper governance and failing to hold administrators accountable for complying with laws, regulations and Board policies.

On June 8, 2018, the State Financial Crisis and Management Assistance Team ("FCMAT") released a report after it conducted an extraordinary audit of the District's finances (the "2018 Audit"). The 2018 Audit concluded that the District lacked sufficient internal controls to prevent fraud and that it was likely that the District's former Superintendent and Deputy Superintendent defrauded the District by misappropriating District funds for their own use. The 2018 Audit recommended that the District, the State Controller, the State Superintendent and the San Diego District Attorney be notified that sufficient evidence exists to indicate that fraud or misappropriation of District funds and/or assets or other illegal fiscal activities may have occurred.

On July 8, 2019, FCMAT released a report after it conducted an extraordinary audit of the District's finances between fiscal year 2012-13 and 2017-18 with an emphasis on contracts and payments to vendors connected to school construction and modernization (the "2019 Audit"). The 2019 Audit concluded that there was sufficient evidence to demonstrate that fraud, misappropriation of funds and/or assets, or other illegal activities may have occurred at the District during the period covered by the 2019 Audit. The 2019 Audit recommended that the District, the State Controller, the State Superintendent and the San Diego District Attorney be notified that sufficient evidence exists to indicate that fraud or misappropriation of District funds and/or assets or other illegal fiscal activities may have occurred.

Beginning in May 2020, FCMAT performed a fiscal health risk analysis (the "2020 FCMAT Analysis") that ran through November 2020 and was based on the District's fiscal year 2019-20 Second Interim Report. The 2020 FCMAT Analysis indicated that the District is at high risk of insolvency and identified fiscal weaknesses and areas of concern that contribute to the District's fiscal distress. FCMAT presented the 2020 FCMAT Analysis to the Board on November 12, 2020, identifying seven major areas of concern. During the presentation to the Board, FCMAT noted that several of its areas of concern had been addressed by the District's fiscal year 2019-20 Third Interim Report and the District is committed to correct the remaining areas of concern over the next few fiscal years.

The District has taken a number of actions to address the internal, structural and financial issues that it has experienced in recent years. In 2018, the District replaced several members of its senior staff, including its Superintendent, Chief Business Official and Accounting Supervisor, and retained new general counsel. Also, new Board members have been elected to replace prior Board members who were in office when the transactions that were the focus of the 2016 Grand Jury Report and the 2018 Audit and 2019 Audit had occurred. As a result of these actions, all District personnel who were identified in the 2016 Grand Jury Report, the 2018 Audit and the 2019 Audit are no longer affiliated with the District. In addition, the District has been working closely with the San Diego County Office of Education to monitor its financial condition and to prepare its budgets.

In an effort to reverse the declining fund balance in its General Fund that began in fiscal year 2017-18, the Board approved budget reduction plans for fiscal years 2019-20 and 2020-21 on February 21, 2019 and January 23, 2020, respectively, that reduced expenditures by approximately $5 million in fiscal year 2019-20 and are projected to reduce expenditures by approximately $3 million in fiscal year 2020-21. The fiscal year 2020-21 budget reduction plan includes hiring freezes and layoffs of both certificated and classified staff, which are projected to reduce expenditures by approximately $1.2 million, and certificated management, classified management and classified confidential employees have agreed to take furlough days in fiscal year 2020-21, which the District projects will reduce expenditures by an additional $73,000.

On June 25, 2020, the District adopted a resolution directing District staff to identify further budget reduction options during fiscal year 2020-21 in an amount between $2,000,000 and $4,600,000 and during fiscal year 2021-22 in an amount of $9,800,000. Subsequent to the adoption of this resolution on June 25, 2020, the State adopted its budget for fiscal year 2020-21 which increased funding for schools for fiscal year 2020-21. As a result of the increased funding in the State's 2020-21 Budget and the anticipated receipt of increased federal moneys, the District no longer expects to reduce expenditures in fiscal year 2020-21 by the amounts set forth in June 25, 2020 resolution. The District has also decided to delay the expenditure reductions in fiscal year 2021-22 until it has a better idea of its projected revenues in such fiscal year. See "—Current Financial Condition" below for a discussion of the District's multi-year projections.

Current Financial Condition

The District's financial condition is closely linked to the finances of the State and the State's finances are affected by the health of the state and national economies. In recent years the State has had budget surpluses and funding to K-12 schools has increased. The State has recently announced that its general fund will be materially adversely impacted by the health-related and economic impacts of the COVID-19 pandemic due to significant declines in State revenues and increased expenditures required to manage and mitigate COVID-19's impact on the State. The State has also disclosed that the COVID-19 pandemic will produce negative impacts for fiscal years 2019-20 and 2020-21, and likely several fiscal years beyond, depending on the pace of recovery of local, state and national economies. Future budget decisions by the State could have an adverse impact on the District's financial condition which could be material. See "STATE OF CALIFORNIA FISCAL ISSUES."

Table 12 below contains the difference between the District's adopted General Fund budget for fiscal year 2019-20 and its 2019-20 Unaudited Actuals. Table 12 also contains the District's 2020-21 First Interim Report, which accounts for the impacts of the COVID-19 pandemic on the District through October 31, 2020.

Table 12
SAN YSIDRO SCHOOL DISTRICT
Comparison of 2019-20 Adopted Budget to 2019-20 Unaudited Actual Results;
2020-21 First Interim Report

	2019-20 Adopted Budget	*2019-20 Unaudited Actuals*	*Difference Between 2019-20 Budget and 2019-20 Unaudited Actuals*	*2020-21 First Interim Report*
SOURCES				
State Apportionment Sources	$ 47,281,358	$ 47,102,931	(0.4)%	$ 45,530,104
Federal Revenue	3,732,035	3,855,759	3.3	10,308,232
Other State Revenue	3,965,017	5,623,165	41.2	3,895,130
Other Local Revenue	3,386,246	3,616,805	6.8	3,382,256
Total Revenues	$ 58,364,658	$ 60,198,659	3.1%	$ 63,115,722
EXPENDITURES				
Certificated Salaries	$ 22,888,651	$ 24,413,460	6.7%	$ 23,274,520
Classified Salaries	9,922,687	11,090,633	11.8	10,849,038
Employee Benefits	13,400,923	15,368,152	14.7	13,014,726
Books and Supplies	3,011,292	2,317,372	(23.0)	5,234,377
Contracted Services & Operating Expenditures	7,979,631	6,774,123	(15.1)	8,464,476
Capital Outlay	55,000	279,121	507.5	169,000
Direct Support/Indirect Costs/Other Outgo	1,096,113	1,282,174	17.0	494,681
Total Expenditures	$ 58,354,297	$ 61,525,035	5.4%	$ 61,500,819
Excess of Revenues over (Under) Expenditures	$ 10,360	$ (1,326,376)		$ 1,614,903
OTHER FINANCING SOURCES				
Transfers In	$ 0	$ 46,535		$ 0
Transfers Out	0	(24,820)		(150,342)
Total Other sources (uses)	$ 0	$ 21,715		$ (150,342)
Net Increase (Decrease) in Fund Balance	$ 10,360	$ (1,304,661)		$ 1,464,560
Fund Balance (Deficit), July 1	$ 2,630,051	$ 2,630,051		$ 1,1,325,391
Audit Adjustment				$ (221,212)[1]
Fund Balance (Deficit), June 30	$ 2,640,411	$ 1,325,391		$ 2,568,739

[1] Represents a contribution from the General Fund to the Routine Restricted Maintenance Account that should have been posted in fiscal year 2019-20 but was not posted until fiscal year 2020-21.
Source: San Ysidro School District 2019-20 Adopted Budget, 2019-20 Unaudited Actuals and 2020-21 First Interim Report.

In the 2020-21 First Interim Report, the District projects that General Fund revenues will exceed expenditures, together with interfund transfers, in fiscal years 2020-21 and 2021-22 by approximately $1.46 million and $0.66 million, respectively, but that General Fund expenditures will exceed revenues, together with interfund transfers, in fiscal year in fiscal year 2022-23 by approximately $2.1 million. In the aggregate, the District projects in the 2020-21 First Interim Report that General Fund revenues will exceed expenditures, together with interfund transfers, by $60,391 through June 30, 2023 leaving a projected General Fund balance of $1,124,568 as of that date. The projected $1.46 million surplus in fiscal year 2020-21 is due in large part to the one-time revenues related to COVID-19 in the projected amount of $6.36 million. If additional one-time monies are not provided to the District in fiscal year 2021-22, the District will need to reduce expenditures in fiscal year 2021-22.

The 2020-21 First Interim Report assumes that the District will receive LCFF funding in fiscal year 2020-21 based on fiscal year 2019-20 ADA (4,203.10) as a result of the "hold harmless" provision pursuant to SB 117 (see "—Considerations Regarding COVID-19"). The District projects that ADA will decrease to 3,934 in fiscal year 2022-23 and that its LCFF funding for such fiscal year will be $43,754,233.

The District has experienced a decline in enrollment during the time that in-person instruction at the District's school sites have been impacted as a result of the COVID-19 pandemic (see "—Considerations Regarding COVID-19"). Based on estimates as of October 2020, the District's projected enrollment for fiscal year 2020-21 is approximately 4,426, as compared with 4,475 as of October 2019. The District attributes such decline primarily due to parents opting for different educational methods such as private schools and home schooling. Based on responses received from exit surveys conducted for those who have dis-enrolled, the District expects that its enrollment figures will increase when the District returns to in-person instruction at its school sites. The multi-year projections included in the 2020-21 First Interim Report projects enrollment of 4,398, 4,204 and 4,167 for each of fiscal years 2020-21, 2021-22 and 2022-23. If the District's enrollment and ADA are materially lower than such projections and the "hold harmless" provision pursuant to SB 117 is not extended by the State for funding beyond fiscal year 2020-21, the District's LCFF funding could be materially lower than the amount projected in the multi-year projections.

State law requires the District to maintain a reserve for economic uncertainty equal to at least 3.00% of General Fund expenditures and other financing uses. The District is also required to demonstrate that available reserves for each of the next two fiscal years will equal or exceed the required amount. In the 2020-21 First Interim Report, the District projects a reserve for economic uncertainty of 3.00% as a percentage of expenditures and other financing uses in fiscal years 2020-21 and 2021-22, and a reserve for economic uncertainty of 2.00% in fiscal year 2022-23.

The projected $1.46 million General Fund surplus in fiscal year 2020-21 is due in large part to the one-time revenues related to COVID-19 in the projected amount of $6.36 million. See "—Considerations Regarding COVID-19" below. If additional one-time monies are not provided to the District in fiscal year 2021-22, the District will need to reduce expenditures in fiscal year 2021-22 in order to maintain the required reserve for economic uncertainty of 3.00%. As stated above, on June 25 2020, the District adopted a resolution to implement cost-cutting measures for fiscal year 2021-22 and fiscal year 2022-23; however, in light of the additional funding that it received under the CARES Act in fiscal year 2020-21, the District has decided to delay further expenditure reductions until it has a better idea of its projected revenues for next fiscal year. At the time it approved the 2020-21 First Interim Report, the District also adopted a fiscal year 2021-22 budget reduction plan resolution that authorized cuts to General Fund expenditures in the amount of between $4.7 million and $5.2 million, if needed. See "—District's Recent Financial History."

Under SB 858 (as defined below), and SB 751 (as defined below), the District's future reserves may be capped in certain fiscal years. See "CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES AND APPROPRIATIONS — Proposition 2" and "STATE OF CALIFORNIA FISCAL ISSUES — General Overview — *School Reserves*." As the reserve cap provisions of SB 858 and SB

751 are dependent upon State budget actions, the District cannot predict the fiscal years in which the cap may apply.

For several fiscal years prior to fiscal year 2013-14 and in fiscal year 2016-17, the State deferred the payment of certain revenues due to school districts to the following fiscal year. In accordance with State accounting standards, the District applies an accrual method of accounting and, accordingly, Tables 9 through 12 do not reflect any deferral of revenues to future fiscal years. The State 2020-21 Budget defers the payment of certain revenues to school districts from fiscal year 2019-20 to fiscal year 2020-21 (which were paid to districts in July 2020) and from fiscal year 2020-21 (for the months of February through June 2021) to fiscal year 2021-22. The fiscal year 2020-21 deferrals may be reduced if the State receives funding from the federal government. See "STATE OF CALIFORNIA FISCAL ISSUES — 2020-21 State Budget." In fiscal year 2019-20, the District managed deferrals of approximately $1.75 million. For fiscal year 2020-21, the District anticipates deferrals of approximately $9.0 million. In order to meet its cash-flow needs in fiscal year 2020-21, the District adopted resolutions on June 25, 2020 that approved: (a) borrowing money from the County Treasury in an amount up to $20,458,457, which will be repaid from property taxes owed to the District in fiscal year 2020-21, and (b) borrowing funds on a temporary basis from several of its non-General Fund funds to its General Fund. If needed, the District may borrow funds from the San Diego County Office of Education. The District does not currently anticipate issuing tax and revenue anticipation notes during fiscal year 2020-21. See "DISTRICT DEBT STRUCTURE — Short-Term Debt" herein.

Considerations Regarding COVID-19

An outbreak of disease or similar public health threat, such as the current novel coronavirus outbreak, or fear of such an event, could have an adverse impact on the District's financial condition and operating results.

The spread of COVID-19 is having significant negative impacts throughout the world, including in the District. The World Health Organization has declared the COVID-19 outbreak to be a pandemic, and states of emergency have been declared by the State, the United States and many local governments. The purpose behind these declarations is to coordinate and formalize emergency actions and across federal, State and local governmental agencies, and to proactively prepare for a wider spread of the virus. On March 27, 2020, the Coronavirus Aid, Relief, and Economic Security Act (the "CARES Act") was signed by the President of the United States. The CARES Act appropriates over $2 trillion to, among other things, (i) provide cash payments to individuals, (ii) expand unemployment assistance and eligibility, (iii) provide emergency grants and loans for small businesses, (iv) provide loans and other assistance to corporations, including the airline industry, (v) provide funding for hospitals and community health centers, (vi) expand funding for safety net programs, including child nutrition programs, and (vii) provide aid to state and local governments. On December 27, 2020, the President of the United States signed the Consolidated Appropriations Act, 2021, which includes approximately $900 billion worth of provisions for additional COVID-related relief, including extension of or additional funding for various relief programs implemented by the CARES Act. The Consolidated Appropriations Act, 2021 provides approximately $82 billion of COVID-19 related relief for education, including $54.3 billion for K-12 schools (largely through Title I funding), $22.7 billion for higher education and $4 billion for state governors to spend at their discretion. See also "STATE OF CALIFORNIA FISCAL ISSUES—2020-21 State Budget" herein.

To date there have been a number of confirmed cases of COVID-19 in the County and health officials are expecting the number of confirmed cases to grow. The COVID-19 outbreak has resulted in the imposition of restrictions on mass gatherings and widespread temporary closings of businesses, universities and schools (including the District's schools). The U.S. is restricting certain non-US citizens and permanent residents from entering the country. In addition, stock markets in the U.S. and globally have been volatile, with significant declines attributed to coronavirus concerns.

State law allows school districts to apply for a waiver to hold them harmless from the loss of LCFF funding based on attendance and state instructional time penalties when they are forced to close schools due to

emergency conditions. In addition, the Governor of the State has enacted Executive Order N-26-20 ("Executive Order N-26-20"), which (i) generally streamlines the process of applying for such waivers for closures related to COVID-19 and (ii) directs school districts to use LCFF apportionment to fund distance learning and high quality educational opportunities, provide school meals and, as practicable, arrange for the supervision of students during school hours. The District is in compliance with the provisions of Executive Order N-26-20.

On March 17, 2020, Senate Bill 89 ("SB 89") and Senate Bill 117 ("SB 117") were signed by the Governor, both of which took effect immediately. SB 89 amends the Budget Act of 2019 by appropriating $500,000,000 from the State general fund for any purpose related to the Governor's March 4, 2020 emergency proclamation. SB 117, among other things, (i) specifies that for school districts that comply with Executive Order N–26–20, the ADA reported to the State Department of Education for the second period and the annual period for apportionment purposes for the 2019-20 school year only includes all full school months from July 1, 2019 through February 29, 2020, (ii) prevents the loss of funding related to an instructional time penalty because of a school closed due to the COVID–19 by deeming the instructional days and minutes requirements to have been met during the period of time the school was closed due to COVID–19, (iii) requires a school district to be credited with the ADA it would have received had it been able to operate its After School Education and Safety Program during the time the school was closed due to COVID–19, and (iv) appropriates $100,000,000 from the State general fund to the State Superintendent to be apportioned to certain local educational agencies for purposes of purchasing personal protective equipment, or paying for supplies and labor related to cleaning school sites. The District received approximately $75,000 from funds distributed pursuant to SB 117.

On March 19, 2020, the Governor ordered all California residents to stay home or at their place of residence to protect the general health and well-being, except as needed to maintain continuity of 16 critical infrastructure sectors described therein (the "Stay Home Order"). Consistent with recommendation made by the County Office of Education, the District's schools were closed for in-person instruction for the final three months of the 2019-20 academic year.

On May 4, 2020, the Governor enacted Executive Order N-60-20 ("Executive Order N-60-20"), which directs the State Public Health Officer to establish criteria to determine whether and how particular local jurisdictions may implement public health measures that are less restrictive than statewide directives, as the State transitions from Stage 1 to Stage 2, and then Stage 3 of reopening. The order provided that stages would be phased in gradually, and counties which met readiness criteria and worked with the State Department of Public Health could open more public spaces and workplaces, as outlined by the State, with variances allowed by county. Pursuant to Executive Order N-60-20, local jurisdictions may issue their own public health measures to slow the spread of COVID-19.

On June 29, 2020, Senate Bill 98 ("SB 98"), the education omnibus bill to the 2020-21 State Budget, was signed by the Governor, which takes effect immediately. SB 98 provides that distance learning may be offered by a school district during the 2020-21 academic year on a local educational agency or schoolwide level as a result of an order or guidance from a State public health officer or a local public health officer or for pupils who are medically fragile or would be put at risk by in-person instruction, or who are self-quarantining because of exposure to COVID-19. SB 98 provides requirements for distance learning, including, but not limited to: (i) confirmation or provision of access for all pupils to connectivity and devices adequate to participate in the educational program and complete assigned work, (ii) content aligned to grade level standards that is provided at a level of quality and intellectual challenge substantially equivalent to in-person instruction, (iii) support for pupils who are not performing at grade level or need support in other areas, (iv) special education services, (v) designated and integrated instruction in English language development for English learners, and (vi) daily live interaction with certificated employees and peers. See "STATE OF CALIFORNIA FISCAL ISSUES—2020-21 State Budget" herein.

On August 28, 2020, the Governor released a new system, Blueprint for a Safer California (the "Blueprint"), which places the State's 58 counties into four color-coded tiers – purple, red, orange and yellow, in descending order of severity – based on the number of new daily cases of COVID-19 and the percentage of

positive tests, and establishes criteria for loosening and tightening restrictions on activities. Counties must spend at least three weeks in each tier before advancing to the next one. Schools can reopen for limited in-person instruction with local health official approval in counties that have been in the red tier (a daily new case of 4 to 7 per 100,000 people and 5-8% of positive tests) or a lower tier for two weeks. Counties in the purple tier can reopen elementary schools if the local health department provides a waiver. Schools that are not authorized to reopen, including TK-6 schools that have not received a waiver, may provide structured, in-person supervision and services to students under the State's guidance for small cohorts/groups of children and youth. The County is currently assigned to the purple tier, and in-person instruction is not permitted. As a result, the District's schools have been closed for in-person instruction for the entirety of the 2020-21 academic year, during which time the District has implemented distance learning programs for its students.

On November 19, 2020, the California Department of Public Health issued a limited Stay at Home order, effective November 21, 2020 for those counties under Tier One (Purple) of the Blueprint, requiring that all gatherings with members of other households and all activities conducted outside the residence, lodging, or temporary accommodation with members of other households cease between 10:00 p.m. PST and 5:00 a.m. PST, except for those activities associated with the operation, maintenance, or usage of critical infrastructure or required by law.

On December 3, 2020, the California Department of Public Health announced a Regional Stay at Home Order (the "Regional Stay at Home Order"), and a supplemental order, signed December 6, 2020, which divides the State into four regions (Norther California, Bay Area, Greater Sacramento, San Joaquin Valley, and Southern California), which will go into effect at 11:59 PM the day after a region has been announced to have less than 15% ICU availability. The supplemental order clarifies retail operations and goes into effect immediately. The orders prohibit private gatherings of any size, close sector operations except for critical infrastructure and retail, and require 100% masking and physical distancing in all others. Guidance related to schools remains in effect and unchanged. Schools that have reopened for in-person instruction may remain open, and schools may continue to bring students back for in-person instruction under the existing elementary school waiver process or cohort guidance provided by the California Department of Public Health. The Regional Stay at Home Order went into effect in the County on December 7, 2020.

Since the County is currently assigned to the purple tier, the District is currently in an all distance learning environment. The District may not reopen for in-person learning until such time as the County is out of the purple tier for two weeks. The District will continue to evaluate the State's school reopening guidelines and will consult with local health officials and the State's school reopening guidelines in implementing the District's plans for the current and coming academic year.

Other potential impacts to the District associated with the COVID-19 outbreak include, but are not limited to, increasing costs and challenges relating to establishing distance learning programs or other measures to permit instruction while schools remain closed, declining enrollment due to distance learning and other factors, increased costs of operating when students return to school, disruption of the regional and local economy with corresponding decreases in tax revenues, including property tax revenue, sales tax revenue and other revenues, increases in tax delinquencies, potential declines in property values, and decreases in new home sales, and real estate development. The economic consequences and the declines in the U.S. and global stock markets resulting from the spread of COVID-19, and responses thereto by local, State, and the federal governments, could have a material impact on the investments in the State pension trusts, which could materially increase the unfunded actuarial accrued liability of the STRS Defined Benefit Program and PERS Schools Pool, which, in turn, could result in material changes to the District's required contribution rates in future fiscal years. See also "THE DISTRICT—Retirement Systems" herein.

The District incurred both additional costs and savings due to school closures during the last three months of the 2019-20 school year. The District is anticipating the receipt of approximately $6.36 million in one-time monies from the federal government in fiscal year 2020-21 and expects to use these monies for the operations and continuity of services and to offset all increased costs in fiscal year 2020-21 caused by the

COVID-19 pandemic. These costs may include, but are not limited to, staff training and professional development on sanitation and minimizing the spread of infectious disease, purchasing supplies to sanitize and clean the facilities, purchasing educational technology (hardware, software, and connectivity) for students, that aids in the regular and substantive educational interaction between students and their classroom teachers, mental health services and supports, summer learning and supplemental after-school programs, including providing classroom instruction or online learning during the summer months and addressing the needs of low-income students, students with disabilities, English learners, migrant students, students experiencing homelessness, and children in foster care and discretionary funds for school principals to address the needs of their individual schools.

The COVID-19 outbreak is ongoing, and the ultimate geographic spread of the virus, the duration and severity of the outbreak, and the economic and other of actions that may be taken by governmental authorities to contain the outbreak or to treat its impact are uncertain. Additional information with respect to events surround the outbreak of COVID-19 and responses thereto can be found on State and local government websites, including but not limited to: the Governor's office (http://www.gov.ca.gov), the California Department of Public Health (https://covid19.ca.gov/) and the local County health agency (https://www.sandiegocounty.gov/hhsa/programs/phs/). *The information on these websites is not incorporated by reference herein, and the District does not assume any responsibility for the accuracy of the information on such website*s.

The ultimate impact of COVID-19 on the District's operations and finances is unknown. As described above, the District's enrollment as of October 2020 was projected at 4,426, as compared to 4,475 as of October 2019. There can be no assurances that the spread of COVID-19, or the responses thereto by local, State, or the federal government, will not materially adversely impact the local, state and national economies or the assessed valuation of property within the District, or adversely impact enrollment or average daily attendance within the District and, notwithstanding Executive Order N-26-20 or SB 117, materially adversely impact the financial condition or operations of the District or the credit ratings on the District's debt obligations.

Revenue Sources

The District categorizes its General Fund revenues into four sources: (1) state apportionment funding under the LCFF; (2) federal sources; (3) other State sources; and (4) other local sources. Each of these revenue sources is described below.

State Apportionment Funding

For fiscal years 2017-18 and 2018-19, the District received $46,359,373 and $48,718,618, respectively, from LCFF sources, representing approximately 81.0% and 79.0%, respectively, of its General Fund revenues. The District estimates that it received $47,102,931 from LCFF sources in fiscal year 2019-20, representing approximately 78.2% of its estimated General Fund revenues for such fiscal year. The District projects it will receive $45,530,104 from LCFF sources in fiscal year 2020-21, representing approximately 72.1% of its General Fund revenues for such fiscal year.

Federal Revenues

The federal government provides funding for several District programs to include Title I, Part A (Basic Grants Low-Income and Neglected), Title II, Part A (Supporting Effective Instruction), Title III (Immigrant and English Learner Student Program), Title IV, Part A (Student Support and Academic Enrichment Program), and several federally funded special education programs, programs under the Educational Consolidation and Improvement Act. The federal revenues, all of which are restricted, comprised approximately 5.8% and 4.7% of General Fund revenues in fiscal years 2017-18 and 2018-19, respectively. Federal revenues are estimated to have been approximately 6.4% of General Fund revenues in fiscal year 2019-20 and are projected to be approximately 16.3% of General Fund revenues in fiscal year 2020-21.

Other State Sources

In addition to State apportionment funding discussed above, the District receives other State revenues ("Other State Revenue"). In fiscal years 2017-18 and 2018-19, Other State Revenue equaled approximately 7.0% and 11.1%, respectively, of total General Fund revenues. Other State Revenues are estimated to have been approximately 9.3% of General Fund revenues in fiscal year 2019-20 and are projected to be approximately 6.2% of General Fund revenues in fiscal year 2020-21.

Other Local Revenue

In addition to property taxes, the District receives additional local revenue ("Other Local Revenue") from items such as the leasing of property owned by the District, interest earnings and local grants. This Other Local Revenue (including tuition and transfers) equaled approximately 6.2% and 5.2% of the total General Fund revenues in fiscal years 2017-18 and 2018-19, respectively. Other Local Revenues are estimated to have been approximately 6.0% of General Fund revenues in fiscal year 2019-20 and are projected to be approximately 5.4% of General Fund revenues in fiscal year 2020-21.

Capital Projects Funds

The District maintains a Capital Facilities Fund, separate and apart from the General Fund, to account for developer fees collected by the District. The District's developer fees may be utilized for any capital purpose related to growth. Separate and apart from the General Fund, the District also maintains a Building Fund to account for general obligation bond proceeds restricted to capital projects, a Capital Project Fund for Blended Component Units to account for moneys received in connection with the District's community facilities districts and a Special Reserve Fund for Capital Outlay to act as a reserve for Board of Education designated construction projects.

Collection of developer fees followed a formal declaration by the Board of Education which addressed the overcrowding of District schools as a result of new development. These fees are collected pursuant to certain provisions of the Education Code of the State. The square-foot amounts are periodically adjusted for inflation and the current developer fee is $2.49 per square foot of habitable space on domestic housing developments. The current developer fee on commercial/industrial developments is $0.40 per square foot. As of June 30, 2020, there was a balance of $6,176 in the Building Fund, a balance of $4,403,936 in the Capital Project Fund for Blended Component Units and a balance of $81,717 in the Special Reserve Fund for Capital Outlay. The amounts in these funds are restricted to pay for capital improvements.

DISTRICT DEBT STRUCTURE

Long-Term Debt

As of June 30, 2020, the District had $295,293,878 of long-term debt outstanding. Since such date, the District has issued its $20,000,000 Election of 2020 General Obligation Bonds Series A (Measure U) (Tax-Exempt) and its $15,830,000 Election of 2020 General Obligation Bonds Series A (Measure T) (Federally Taxable), a portion of the proceeds of which prepaid the District's 2017 Certificates of Participation.

A schedule of changes in long-term debt for Governmental Activities for the fiscal year ended June 30, 2019 is as follows:

Table 18
SAN YSIDRO SCHOOL DISTRICT
Long-Term Debt

Governmental Activities	*Balance July 1, 2018*	*Additions*	*Deductions*	*Balance June 30, 2019*	*Balance Due In One Year*
General Obligation Bonds	$ 169,035,632	$ 7,225,698	$ 5,020,332	$ 171,240,998	$ 5,454,744
Capital Leases	1,835,700	0	190,835	1,644,865	197,074
Certificates of Participation	52,965,724	84,870	1,288,934	51,761,660	1,355,261
QZAB Bond	1,014,520	0	253,630	760,890	253,630
Total OPEB Liability	14,463,634	628,775	0	15,092,409	0
Net Pension Liability	57,564,457	4,489,308	0	62,053,765	0
Compensated Absences	469,131	0	96,411	372,720	372,720
TOTAL	$ 297,348,798	$ 12,428,651	$ 6,850,142	$ 302,927,307	$ 7,633,429

Source: San Ysidro School District.

Additional information regarding the long-term debt and its scheduled repayment is set forth in Note L to the District's 2018-19 Audited Financial Statements attached as Appendix E hereto.

Short-Term Debt

The District currently has no short-term debt outstanding, and the District does not expect to issue any tax and revenue anticipation notes for fiscal year 2020-21. If any tax and revenue anticipation notes are issued, they will be payable from General Fund revenues and other lawfully available funds of the District and must mature in not more than 15 months from their issuance. The District has authorized the borrowing of money from the County Treasury and from certain non-General Fund funds. See "—Current Financial Condition."

Direct and Overlapping Debt

Contained within the District are numerous overlapping local agencies providing public services. These local agencies have outstanding debt issued in the form of general obligation, lease revenue and special tax and assessment bonds. The direct and overlapping debt of the District is shown in Table 19 below. Tax and revenue anticipation notes, revenue, mortgage revenue and tax allocation bonds, and non-bonded capital lease obligations are excluded from the debt statement.

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The information in the following table has been provided by California Municipal Statistics, Inc. Neither the District nor the Underwriter has independently verified this information and do not guarantee its accuracy.

Table 19
STATEMENT OF DIRECT AND OVERLAPPING BONDED DEBT
San Ysidro School District
As of January 1, 2021

2020-21 Assessed Valuation: $6,649,409,652

DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT:	% Applicable	Debt 1/1/21
Metropolitan Water District	0.203%	$ 65,427
Southwestern Community College District	10.503	47,649,818
Sweetwater Union High School District	12.483	48,151,115
San Ysidro School District	100.000	147,108,310[(1)]
San Ysidro School District Certificates of Participation	100.000	31,519,715[(2)]
California Statewide Communities Development Authority 1915 Act Bonds	100.000	9,360,013
City of San Diego 1915 Act Bonds	100.000	2,850,000
Sweetwater Union High School District Community Facilities District No. 8, 9 and 10	23.884-100.	3,188,449
TOTAL DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT		$289,922,847
DIRECT AND OVERLAPPING GENERAL FUND DEBT:		
San Diego County General Fund Obligations	1.135%	$ 2,401,490
San Diego County Pension Obligation Bonds	1.135	4,541,419
San Diego County Superintendent of Schools Obligations	1.135	106,123
Southwestern Community College District General Fund Obligations	10.503	51,465
Sweetwater Union High School District Certificates of Participation	12.483	4,551,302
San Ysidro School District Qualified Zone Academy Bonds (QZABs)	100.000	5,000,000
City of San Diego General Fund Obligations	2.012	9,841,646
TOTAL DIRECT AND OVERLAPPING GENERAL FUND DEBT		$ 26,493,445
OVERLAPPING TAX INCREMENT DEBT (Successor Agency):		$ 7,445,443
COMBINED TOTAL DEBT		$ 323,861,735[(3)]
Ratios to 2020-21 Assessed Valuation:		
Direct Debt ($178,628,025)	2.69%	
Total Direct and Overlapping Tax and Assessment Debt	4.36%	
Combined Direct Debt ($183,628,025)	2.76%	
Combined Total Debt	4.87%	
Ratio to Redevelopment Incremental Valuation ($691,020,255):		
Total Overlapping Tax Increment Debt	1.08%	

(1) Excludes accreted interest of capital appreciation bonds.

(2) Special taxes levied in Community Facilities Districts No. 1, 2 and 3 are pledged to support lease payments on the 2012 Certificates, the 2015 Certificates and the 2016 Certificates. The District has covenanted to make lease payments from its General Fund to the extent that special tax revenues are not used or insufficient to make debt service payments. Includes the 2012 Certificates being prepaid but does not reflect the execution and delivery of the Certificates.

(3) Excludes tax and revenue anticipation notes, enterprise revenue, mortgage revenue and non-bonded capital lease obligations. QZABs are included based on principal due at maturity.

Source: California Municipal Statistics, Inc.

STATE CONSTITUTIONAL LIMITATIONS ON DISTRICT SOURCES AND EXPENDITURES

Articles XIIIA, XIIIB, XIIIC and XIIID of the Constitution, Propositions 2, 22, 26, 39, 46, 49, 51, 55, 98, 111, and 1A, and certain other provisions of law discussed below, are discussed in this section to describe the potential effect of these Constitutional and statutory measures on the ability of the District to levy taxes and spend tax proceeds for operating and other purposes.

Article XIIIA

On June 6, 1978, California voters approved an amendment (commonly known as both Proposition 13 and the Jarvis-Gann Initiative) to the California Constitution. This amendment, which added Article XIIIA to the California Constitution, among other things affects the valuation of real property for the purpose of taxation in that it defines the full cash property value to mean "the county assessor's valuation of real property as shown on the 1975/76 tax bill under "full cash value," or thereafter, the appraised value of real property newly constructed, or when a change in ownership has occurred after the 1975 assessment." The full cash value may be adjusted annually to reflect inflation at a rate not to exceed 2% per year, or a reduction in the consumer price index or comparable local data at a rate not to exceed 2% per year, or reduced in the event of declining property value caused by damage, destruction or other factors including a general economic downturn. The amendment further limits the amount of any *ad valorem* tax on real property to 1% of the full cash value except that additional taxes may be levied to pay debt service on indebtedness approved by the voters prior to July 1, 1978, and bonded indebtedness for the acquisition or improvement of real property approved on or after July 1, 1978 by two-thirds of the votes cast by the voters voting on the proposition.

Future assessed valuation growth allowed under Article XIIIA (new construction, change of ownership, 2% annual value growth) will be allocated on the basis of "situs" among the jurisdictions that serve the tax rate area within which the growth occurs. Local agencies and school districts will share the growth of "base" revenue from the tax rate area. Each year's growth allocation becomes part of each agency's allocation the following year. The District is unable to predict the nature or magnitude of future revenue sources that may be provided by the State to replace lost property tax revenues. Article XIIIA effectively prohibits the levying of any other *ad valorem* property tax above the 1% limit except for taxes to support indebtedness approved by the voters as described above.

Legislation Implementing Article XIIIA

Legislation has been enacted and amended a number of times since 1978 to implement Article XIIIA. Under current law, local agencies are no longer permitted to levy directly any property tax (except to pay voter-approved indebtedness). The 1% property tax is automatically levied by the counties and distributed according to a formula among taxing agencies. The formula apportions the tax roughly in proportion to the relative shares of taxes levied prior to 1979.

Increases of assessed valuation resulting from reappraisals of property due to new construction, change in ownership or from the annual adjustment not to exceed 2% are allocated among the various jurisdictions in the "taxing area" based upon their respective "situs." Any such allocation made to a local agency continues as part of its allocation in future years.

Beginning in fiscal year 1981-82, assessors in California no longer record property values on tax rolls at the assessed value of 25% of market value which was expressed as $4 per $100 of assessed value. All taxable property is now shown at 100% of assessed value on the tax rolls. Consequently, the tax rate is expressed as $1 per $100 of taxable value. All taxable property value included in this Official Statement is shown at 100% of taxable value (unless noted differently) and all tax rates reflect the $1 per $100 of taxable value.

Both the United States Supreme Court and the California State Supreme Court have upheld the general validity of Article XIIIA.

Article XIIIB

On November 6, 1979, California voters approved Proposition 4, the so-called Gann Initiative, which added Article XIIIB to the California Constitution. In June 1990, Article XIIIB was amended by the voters through their approval of Proposition 111. Article XIIIB of the California Constitution limits the annual appropriations of the State and any city, county, school district, authority or other political subdivision of the state to the level of appropriations for the prior fiscal year, as adjusted annually for changes in the cost of living, population and services rendered by the governmental entity. The "base year" for establishing such appropriation limit is the 1978-79 fiscal year. Increases in appropriations by a governmental entity are also permitted (a) if financial responsibility for providing services is transferred to the governmental entity, or (b) for emergencies so long as the appropriations limits for the three years following the emergency are reduced to prevent any aggregate increase above the Constitutional limit. Decreases are required where responsibility for providing services is transferred from the government entity.

Appropriations subject to Article XIIIB include generally any authorization to expend during the fiscal year the proceeds of taxes levied by the State or other entity of local government, exclusive of certain State subventions, refunds of taxes, benefit payments from retirement, unemployment insurance and disability insurance funds. Appropriations subject to limitation pursuant to Article XIIIB do not include debt service on indebtedness existing or legally authorized as of January 1, 1979 on bonded indebtedness thereafter approved according to law by a vote of the electors of the issuing entity voting in an election for such purpose, appropriations required to comply with mandates of courts or the Federal government, appropriations for qualified outlay projects, and appropriations by the State of revenues derived from any increase in gasoline taxes and motor vehicle weight fees above January 1, 1990 levels. "Proceeds of taxes" include, but are not limited to, all tax revenues and the proceeds to any entity of government from (a) regulatory licenses, user charges, and user fees to the extent such proceeds exceed the cost of providing the service or regulation, (b) the investment of tax revenues and (c) certain State subventions received by local governments. Article XIIIB includes a requirement that if an entity's revenues in any year exceed the amount permitted to be spent, the excess would have to be returned by revising tax rates or fee schedules over the subsequent two fiscal years.

As amended in June 1990, the appropriations limit for local governments in each year is based on the limit for the prior year, adjusted annually for changes in the costs of living and changes in population, and adjusted, where applicable, for transfer of financial responsibility of providing services to or from another unit of government. The change in the cost of living is, at the local government's option, either (i) the percentage change in California per capita personal income, or (ii) the percentage change in the local assessment roll for the jurisdiction due to the addition of nonresidential new construction. The measurement of change in population is a blended average of statewide overall population growth, and change in attendance at local school and community college ("K-14") districts.

As amended by Proposition 111, the appropriations limit is tested over consecutive two-year periods. Any excess of the aggregate "proceeds of taxes" received by the District over such two-year period above the combined appropriations limits for those two years is to be returned to taxpayers by reductions in tax rates or fee schedules over the subsequent two years. Any proceeds of taxes received by the District in excess of the appropriations limit are absorbed into the State's allowable limit. The District does not currently have and does not anticipate having "proceeds of taxes" in excess of its appropriations limit.

Article XIIIB permits any government entity to change the appropriations limit by vote of the electorate in conformity with statutory and Constitutional voting requirements, but any such voter-approved change can only be effective for a maximum of four years. Pursuant to statute, if a school district receives any proceeds of taxes in excess of its appropriations limit, it may, by resolution of the governing board, increase its appropriations limit to equal the amount received, provided that the State has sufficient excess appropriations limit in that fiscal year.

Articles XIIIC and XIIID

On November 5, 1996, California voters approved Proposition 218—Voters Approval for Local Government Taxes—Limitation on Fees, Assessments, and Charges—Initiative Constitutional Amendment. Proposition 218 added Articles XIIIC and XIIID to the California Constitution, imposing certain vote requirements and other limitations on the imposition of new or increased taxes, assessments and property-related fees and charges. Among other things, Proposition 218 states that all taxes imposed by local governments shall be deemed to be either "general taxes" (imposed for general governmental purposes) or "special taxes" (imposed for specific purposes); prohibits special purpose government agencies, including school districts, from levying general taxes; and prohibits any local agency from imposing, extending or increasing any special tax beyond its maximum authorized rate without a two-thirds vote. Proposition 218 also provides that no tax maybe assessed on property other than *ad valorem* property taxes imposed in accordance with Articles XIII and XIIIA of the California Constitution and special taxes approved by a two-thirds vote under Article XIIIA, Section 4.

Article XIIIC also provides that the initiative power shall not be limited in matters of reducing or repealing local taxes, assessments, fees and charges. A portion of the District's revenues are received annually from property taxes. The State Constitution and the laws of the State impose a mandatory, statutory duty on the County Treasurer and Tax Collector to levy a property tax sufficient to pay debt service on the District's general obligation bonds coming due in each year. There is no court case which directly addresses whether the initiative power may be used to reduce or repeal the *ad valorem* taxes pledged to repay general obligation bonds. See "DISTRICT FINANCIAL MATTERS—State Funding of Education." In the case of *Bighorn-Desert View Water Agency v. Virjil (Kelley)* (the "Bighorn Decision"), the California Supreme Court held that water service charges may be reduced or repealed through a local voter initiative subject to Article XIIIC. The Supreme Court did state that it was not holding that the initiative power is free of all limitations. Such initiative power could be subject to the limitations imposed on the impairment of contracts under the contract clause of the United States Constitution. Legislation adopted in 1997 provides that Article XIIIC shall not be construed to mean that any owner or beneficial owner of a municipal security assumes the risk of or consents to any initiative measure that would constitute an impairment of contractual rights under the contracts clause of the U.S. Constitution.

Article XIIID deals with assessments and property-related fees and charges. Article XIIID explicitly provides that nothing in Article XIIIC or XIIID shall be construed to affect existing laws relating to the imposition of fees or charges as a condition of property development; however it is not clear whether the initiative power is therefore unavailable to repeal or reduce developer and mitigation fees imposed by the District. No developer fees imposed by the District are pledged or expected to be used to make payments with respect to the Certificates.

The provisions of Article XIIIC and XIIID may have an indirect effect on the District, such as by limiting or reducing the revenues otherwise available to other local governments whose boundaries encompass property located within the District thereby causing such local governments to reduce service levels and possibly adversely affecting the value of property within the District.

The interpretation and application of Proposition 218 will ultimately be determined by the courts with respect to a number of matters discussed above, and it is not possible at this time to predict with certainty the outcome of such determination.

Unitary Property

Some amount of property tax revenue of the District is derived from utility property which is considered part of a utility system with components located in many taxing jurisdictions ("unitary property"). Under the State Constitution, such property is assessed by the State Board of Equalization ("SBE") as part of a "going concern" rather than as individual pieces of real or personal property. State-assessed unitary and certain other property is allocated to the counties by SBE, taxed at special county-wide rates, and the tax revenues distributed

to taxing jurisdictions (including the District) according to statutory formulae generally based on the distribution of taxes in the prior year.

Proposition 26

On November 2, 2010, voters in the State approved Proposition 26. Proposition 26 amends Article XIIIC of the State Constitution to expand the definition of "tax" to include "any levy, charge, or exaction of any kind imposed by a local government" except the following: (1) a charge imposed for a specific benefit conferred or privilege granted directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of conferring the benefit or granting the privilege; (2) a charge imposed for a specific government service or product provided directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of providing the service or product; (3) a charge imposed for the reasonable regulatory costs to a local government for issuing licenses and permits, performing investigations, inspections, and audits, enforcing agricultural marketing orders, and the administrative enforcement and adjudication thereof; (4) a charge imposed for entrance to or use of local government property, or the purchase, rental, or lease of local government property; (5) a fine, penalty, or other monetary charge imposed by the judicial branch of government or a local government, as a result of a violation of law; (6) a charge imposed as a condition of property development; and (7) assessments and property-related fees imposed in accordance with the provisions of Article XIIID. Proposition 26 provides that the local government bears the burden of proving by a preponderance of the evidence that a levy, charge, or other exaction is not a tax, that the amount is no more than necessary to cover the reasonable costs of the governmental activity, and that the manner in which those costs are allocated to a payor bear a fair or reasonable relationship to the payor's burdens on, or benefits received from, the governmental activity.

Proposition 46

On June 3, 1986, California voters approved Proposition 46, which provided an additional exemption to the 1% tax limitation imposed by Article XIIIA. Under this amendment to Article XIIIA, local governments and school districts may increase the property tax rate above 1% for the period necessary to retire new general obligation bonds, if two-thirds of those voting in a local election approve the issuance of such bonds and the money raised through the sale of the bonds is used exclusively to purchase or improve real property.

Proposition 39

On November 7, 2000, California voters approved an amendment (commonly known as Proposition 39) to the California Constitution. This amendment (1) allows school facilities bond measures to be approved by 55% (rather than two-thirds) of the voters in local elections and permits property taxes to exceed the current 1% limit in order to repay the bonds and (2) changes existing statutory law regarding charter school facilities. As adopted, the constitutional amendments may be changed only with another Statewide vote of the people. The statutory provisions could be changed by a majority vote of both houses of the Legislature and approval by the Governor, but only to further the purposes of the proposition. The local school jurisdictions affected by this proposition are K-12 school districts, including the District, community college districts, and county offices of education. As noted above, the California Constitution previously limited property taxes to 1% of the value of property, and property taxes could only exceed this limit to pay for (1) any local government debts approved by the voters prior to July 1, 1978 or (2) bonds to buy or improve real property that receive two-thirds voter approval after July 1, 1978.

The 55% vote requirement applies only if the local bond measure presented to the voters includes: (1) a requirement that the bond funds can be used only for construction, rehabilitation, equipping of school facilities, or the acquisition or lease of real property for school facilities; (2) a specific list of school projects to be funded and certification that the school board has evaluated safety, class size reduction, and information technology needs in developing the list; and (3) a requirement that the school board conduct annual, independent financial and performance audits until all bond funds have been spent to ensure that the bond funds have been used only

for the projects listed in the measure. Legislation approved in June 2000 placed certain limitations on local school bonds to be approved by 55% of the voters. These provisions require that the tax rate per $100,000 of taxable property value projected to be levied as the result of any single election be no more than $60 (for a unified school district), $30 (for a high school or elementary school district), or $25 (for a community college district), when assessed valuation is projected to increase in accordance with Article XIIIA of the Constitution. These requirements are not part of Proposition 39 and can be changed with a majority vote of both houses of the Legislature and approval by the Governor.

Propositions 98 and 111

On November 8, 1988, California voters approved Proposition 98, a combined initiative, constitutional amendment and statute called the "Classroom Instructional Improvement and Accountability Act" ("Proposition 98"). Proposition 98 changed State funding of public education below the university level and the operation of the State's appropriations limit, primarily by guaranteeing K-14 schools a minimum share of State General Fund revenues. Under Proposition 98 (as modified by Proposition 111, which was enacted on June 5, 1990), K-14 schools are guaranteed the greater of (a) 40.9% of State General Fund revenues (the "first test"), or (b) the amount appropriated to K-14 schools in the prior year, adjusted for changes in the cost-of-living (measured as in Article XIIIB by reference to per capita personal income) and enrollment (the "second test"), or (c) a "third test" which would replace the second test in any year when the percentage growth in per capita State General Fund revenues from the prior year plus 1/2 of 1% is less than the percentage growth in California per capita personal income. Under the third test, schools would receive the amount appropriated in the prior year adjusted for changes in enrollment and per capita State General Fund revenues, plus an additional small adjustment factor. If the third test is used in any year, the difference between the third test and the second test would become a "credit" to schools which would be paid in future years when State General Fund revenue growth exceeds personal income growth.

Proposition 98 permits the Legislature by two-thirds vote of both houses, with the Governor's concurrence, to suspend the K-14 schools' minimum funding formula for a one-year period, and any corresponding reduction in funding for that year will not be paid in subsequent years. However, in determining the funding level for the succeeding year, the formula base for the prior year will be reinstated as if such suspension had not taken place. In certain fiscal years, the State Legislature and the Governor have utilized this provision to avoid having the full Proposition 98 funding paid to support K-14 schools.

Proposition 98 also changes how tax revenues in excess of the State Appropriations Limit are distributed. "Excess" tax revenues are determined based on a two-year cycle, so that the State could avoid having to return to taxpayers excess tax revenues in one year if its appropriations in the next fiscal year were under its limit. After any two-year period, if there are excess State tax revenues, 50% of the excess would be transferred to K-14 schools with the balance returned to taxpayers. Further, any excess State tax revenues transferred to K-14 schools are not built into the school districts' base expenditures for calculating their entitlement for State aid in the next year, and the State's appropriations limit will not be increased by this amount.

Since Proposition 98 is unclear in some details, there can be no assurance that the Legislature or a court might not interpret Proposition 98 to require a different percentage of State General Fund revenues to be allocated to K-14 districts, or to apply the relevant percentage to the State's budgets in a different way than is proposed in the Governor's Budget. In any event, some fiscal observers expect Proposition 98 to place increasing pressure on the State's budget over future years, potentially reducing resources available for other State programs, especially to the extent the Article XIIIB spending limit would restrain the State ability to fund such other programs by raising taxes.

The application of Proposition 98 and other statutory regulations has become increasingly difficult to predict accurately in recent years. One major reason is that Proposition 98 minimums under the first test and the second test described above are dependent on State General Fund revenues. In several recent fiscal years, the State made actual allocations to K-14 districts based on an assumption of State General Fund revenues at a level

above that which was ultimately realized. In such years, the State has considered the amounts appropriated above the minimum as a loan to K-14 districts, and has deducted the value of these loans from future years' estimated Proposition 98 minimums.

Proposition 1A and Proposition 22

On November 2, 2004, California voters approved Proposition 1A, which amends the State Constitution to significantly reduce the State's authority over major local government revenue sources. Under Proposition 1A, the State cannot (i) reduce local sales tax rates or alter the method of allocating the revenue generated by such taxes, (ii) shift property taxes from local governments to schools or community colleges, (iii) change how property tax revenues are shared among local governments without two-third approval of both houses of the State Legislature or (iv) decrease Vehicle License Fee revenues without providing local governments with equal replacement funding. Beginning in 2008-09, the State may shift to schools and community colleges a limited amount of local government property tax revenue if certain conditions are met, including: (i) a proclamation by the Governor that the shift is needed due to a severe financial hardship of the State, and (ii) approval of the shift by the State Legislature with a two-thirds vote of both houses. Under such a shift, the State must repay local governments for their property tax losses, with interest, within three years. Proposition 1A does allow the State to approve voluntary exchanges of local sales tax and property tax revenues among local governments within a county. Proposition 1A also amends the State Constitution to require the State to suspend certain State laws creating mandates in any year that the State does not fully reimburse local governments for their costs to comply with the mandates. This provision does not apply to mandates relating to schools or community colleges or to those mandates relating to employee rights.

Many of the provisions of Proposition 1A have been superseded by Proposition 22 enacted in November 2010.

Proposition 22, The Local Taxpayer, Public Safety, and Transportation Protection Act, approved by the voters of the State on November 2, 2010, prohibits the State from enacting new laws that require redevelopment agencies to shift funds to schools or other agencies and eliminates the State's authority to shift property taxes temporarily during a severe financial hardship of the State. In addition, Proposition 22 restricts the State's authority to use State fuel tax revenues to pay debt service on state transportation bonds, to borrow or change the distribution of state fuel tax revenues, and to use vehicle license fee revenues to reimburse local governments for state mandated costs. Proposition 22 impacts resources in the State's general fund and transportation funds, the State's main funding source for schools and community colleges, as well as universities, prisons and health and social services programs. According to an analysis of Proposition 22 submitted by the Legislative Analyst's Office (the "LAO") on July 15, 2010, the longer-term effect of Proposition 22, according to the LAO analysis, will be an increase in the State's general fund costs by approximately $1 billion annually for several decades.

On December 30, 2011, the California Supreme Court issued its decision in the case of *California Redevelopment Association v. Matosantos*, which resulted in all redevelopment agencies in California being dissolved on February 1, 2012, and the property tax revenue which previously flowed to the redevelopment agencies is now instead going to other local governments, including school districts. It is likely that the dissolution of redevelopment agencies has mooted the effects of Proposition 22.

Proposition 55

The California Children's Education and Health Care Protection Act of 2016 (also known as "Proposition 55") is a constitutional amendment approved by the voters of the State on November 8, 2016. Proposition 55 extends, through 2030, the increases to personal income tax rates for high-income taxpayers that were approved as part of Temporary Taxes to Fund Education, Guaranteed Local Public Safety Funding, Initiative Constitutional Amendment (also known as "Proposition 30"). Proposition 30 increased the marginal personal income tax rate by: (i) 1% for taxable income over $250,000 but less than $300,001 for single filers (over $500,000 but less than $600,001 for joint filers and over $340,000 but less than $408,001 for head-of-

household filers), (ii) 2% for taxable income over $300,000 but less than $500,001 for single filers (over $600,000 but less than $1,000,001 for joint filers and over $408,000 but less than $680,001 for head-of-household filers), and (iii) 3% for taxable income over $500,000 for single filers (over $1,000,000 for joint filers and over $680,000 for head-of-household filers).

The revenues generated from the personal income tax increases will be included in the calculation of the Proposition 98 Minimum Funding Guarantee (defined herein) for school districts and community college districts. See "– Proposition 98" and "– Proposition 111" herein. From an accounting perspective, the revenues generated from the personal income tax increases are being deposited into the State account created pursuant to Proposition 30 called the Education Protection Account (the "EPA"). Pursuant to Proposition 30, funds in the EPA will be allocated quarterly, with 89% of such funds provided to schools districts and 11% provided to community college districts. The funds will be distributed to school districts and community college districts in the same manner as existing unrestricted per-student funding, except that no school district will receive less than $200 per unit of ADA and no community college district will receive less than $100 per full time equivalent student. The governing board of each school district and community college district is granted sole authority to determine how the moneys received from the EPA are spent, provided that the appropriate governing board is required to make these spending determinations in open session at a public meeting and such local governing board is prohibited from using any funds from the EPA for salaries or benefits of administrators or any other administrative costs.

Proposition 2

On November 4, 2014, voters approved the Rainy Day Budget Stabilization Fund Act (also known as "Proposition 2"). Proposition 2 is a legislatively-referred constitutional amendment which makes certain changes to State budgeting practices, including substantially revising the conditions under which transfers are made to and from the State's Budget Stabilization Account (the "BSA") established by the California Balanced Budget Act of 2004 (also known as Proposition 58).

Under Proposition 2, and beginning in fiscal year 2015-16 and each fiscal year thereafter, the State will generally be required to annually transfer to the BSA an amount equal to 1.5% of estimated State general fund revenues (the "Annual BSA Transfer"). Supplemental transfers to the BSA (a "Supplemental BSA Transfer") are also required in any fiscal year in which the estimated State general fund revenues that are allocable to capital gains taxes exceed 8% of total estimated general fund tax revenues. Such excess capital gains taxes—net of any portion thereof owed to K-14 school districts pursuant to Proposition 98—will be transferred to the BSA. Proposition 2 also increases the maximum size of the BSA to an amount equal to 10% of estimated State general fund revenues for any given fiscal year. In any fiscal year in which a required transfer to the BSA would result in an amount in excess of the 10% threshold, Proposition 2 requires such excess to be expended on State infrastructure, including deferred maintenance.

For the first 15-year period ending with the 2029-30 fiscal year, Proposition 2 provides that half of any required transfer to the BSA, either annual or supplemental, must be appropriated to reduce certain State liabilities, including making certain payments owed to K-14 school districts, repaying State interfund borrowing, reimbursing local governments for State mandated services, and reducing or prefunding accrued liabilities associated with State-level pension and retirement benefits. Following the initial 15-year period, the Governor and the State Legislature are given discretion to apply up to half of any required transfer to the BSA to the reduction of such State liabilities. Any amount not applied towards such reduction must be transferred to the BSA or applied to infrastructure, as described above.

Proposition 2 changes the conditions under which the Governor and the State Legislature may draw upon or reduce transfers to the BSA. The Governor does not retain unilateral discretion to suspend transfers to the BSA, nor does the State Legislature retain discretion to transfer funds from the BSA for any reason, as previously provided by law. Rather, the Governor must declare a "budget emergency," defined as an emergency within the meaning of Article XIIIB of the Constitution or a determination that estimated resources are

inadequate to fund State general fund expenditures, for the current or ensuing fiscal year, at a level equal to the highest level of State spending within the three immediately preceding fiscal years. Any such declaration must be followed by a legislative bill providing for a reduction or transfer. Draws on the BSA are limited to the amount necessary to address the budget emergency, and no draw in any fiscal year may exceed 50% of funds on deposit in the BSA unless a budget emergency was declared in the preceding fiscal year.

Proposition 2 also requires the creation of the Public School System Stabilization Account (the "PSSSA") into which transfers will be made in any fiscal year in which a Supplemental BSA Transfer is required (as described above). Such transfer will be equal to the portion of capital gains taxes above the 8% threshold that would otherwise be paid to K-14 school districts as part of the minimum funding guarantee. A transfer to the PSSSA will only be made if certain additional conditions are met, as follows: (i) the minimum funding guarantee was not suspended in the immediately preceding fiscal year, (ii) the operative Proposition 98 formula for the fiscal year in which a PSSSA transfer might be made is "Test 1," (iii) no maintenance factor obligation is being created in the budgetary legislation for the fiscal year in which a PSSSA transfer might be made, (iv) all prior maintenance factor obligations have been fully repaid, and (v) the minimum funding guarantee for the fiscal year in which a PSSSA transfer might be made is higher than the immediately preceding fiscal year, as adjusted for enrollment growth and cost of living. Proposition 2 caps the size of the PSSSA at 10% of the estimated minimum guarantee in any fiscal year, and any excess funds must be paid to K-14 school districts. Reductions to any required transfer to the PSSSA, or draws on the PSSSA, are subject to the same budget emergency requirements described above. However, Proposition 2 also mandates draws on the PSSSA in any fiscal year in which the estimated minimum funding guarantee is less than the prior year's funding level, as adjusted for enrollment growth and cost of living.

Proposition 51

The Kindergarten Through Community College Public Education Facilities Bond Act of 2016 (also known as Proposition 51) is a voter initiative that was approved by voters on November 8, 2016. Proposition 51 authorizes the sale and issuance of $9 billion in general obligation bonds for the new construction and modernization of K-14 facilities.

K-12 School Facilities. Proposition 51 includes $3 billion for the new construction of K-12 facilities and an additional $3 billion for the modernization of existing K-12 facilities. K-12 school districts will be required to pay for 50% of the new construction costs and 40% of the modernization costs with local revenues. If a school districts lack sufficient local funding, it may apply for additional state grant funding, up to 100% of the project costs. In addition, a total of $1 billion will be available for the modernization and new construction of charter school ($500 million) and technical education ($500 million) facilities. Generally, 50% of modernization and new construction project costs for charter school and technical education facilities must come from local revenues. However, schools that cannot cover their local share for these two types of projects may apply for state loans. State loans must be repaid over a maximum of 30 years for charter school facilities and 15 years for career technical education facilities. For career technical education facilities, state grants are capped at $3 million for a new facility and $1.5 for a modernized facility. Charter schools must be deemed financially sound before project approval.

Community College Facilities. Proposition 51 includes $2 billion for community college district facility projects, including buying land, constructing new buildings, modernizing existing buildings, and purchasing equipment. In order to receive funding, community college districts must submit project proposals to the Chancellor of the community college system, who then decides which projects to submit to the State Legislature and Governor based on a scoring system that factors in the amount of local funds contributed to the project. The Governor and Legislature will select among eligible projects as part of the annual state budget process.

The District makes no guarantees that it will either pursue or qualify for Proposition 51 state facilities funding.

Jarvis v. Connell

On May 29, 2002, the California Court of Appeal for the Second District decided the case of *Howard Jarvis Taxpayers Association, et al. v. Kathleen Connell* (as Controller of the State of California). The Court of Appeal held that either a final budget bill, an emergency appropriation, a self-executing authorization pursuant to state statutes (such as continuing appropriations) or the California Constitution or a federal mandate is necessary for the State Controller to disburse funds. The foregoing requirement could apply to amounts budgeted by the District as being received from the State. To the extent the holding in such case would apply to State payments reflected in the District's budget, the requirement that there be either a final budget bill or an emergency appropriation may result in the delay of such payments to the District if such required legislative action is delayed, unless the payments are self-executing authorizations or are subject to a federal mandate. On May 1, 2003, the California Supreme Court upheld the holding of the Court of Appeal, stating that the Controller is not authorized under State law to disburse funds prior to the enactment of a budget or other proper appropriation, but under federal law, the Controller is required, notwithstanding a budget impasse and the limitations imposed by State law, to timely pay those State employees who are subject to the minimum wage and overtime compensation provisions of the federal Fair Labor Standards Act.

Future Initiatives

Article XIIIA, Article XIIIB, Article XIIIC, Article XIIID, and Propositions 2, 22, 26, 30, 39, 46, 51, 55, 98 and 111 were each adopted as measures that qualified for the ballot pursuant to California's initiative process. From time to time other initiative measures could be adopted, further affecting school districts' revenues or such districts' ability to expend revenues.

There can be no assurance that the California electorate will not at some future time adopt other initiatives or that the Legislature will not enact legislation that will amend the laws or the Constitution of the State of California resulting in a reduction of amounts legally available to the District.

STATE OF CALIFORNIA FISCAL ISSUES

The following information concerning the State's budgets has been obtained from publicly available information which the District believes to be reliable; however, the District does not guarantee the accuracy or completeness of this information and has not independently verified such information.

General Overview

Financial Stress on State Budget. The State has recently disclosed that its general fund will be materially adversely impacted by the health-related and economic impacts of the COVID-19 pandemic due to decreased revenues and increased costs. According to the State, the severe drop in economic activity is expected to result in a recession and have significant negative effects on State revenues. The State expects that the negative impacts on revenues to be immediate, affecting fiscal year 2019-20, producing negative impacts for fiscal year 2020-21, and likely several fiscal years beyond, depending on the pace of recovery of local, state and national economies. The State considers the threat of an extended recession to be a major risk to the State's financial condition.

According to the State, there remain a number of other major risks and pressures that threaten the State's financial condition, including potential changes to federal fiscal policies and large unfunded liabilities for PERS and STRS, rising health care costs and trade policy. The State's revenues (particularly the personal income tax) can be volatile and correlate to overall economic conditions. The District is unable to predict the degree to which the COVID-19 pandemic or other factors will materially adversely affect the financial condition of the State.

Cash Management by State and Impact on Schools. To conserve cash in light of declining revenues resulting from the last recession, the State enacted several statutes deferring the payment of amounts owed to

public schools, until a later date in the current, or in a subsequent, fiscal year. This technique was used in all of the State's budget bills from fiscal year 2008-2009 through fiscal year 2012-13. Some of these statutory deferrals were made permanent, and others were implemented only for one fiscal year. These deferrals reduced amounts paid to K-12 districts and resulted in deferred payments that at one point totaled more than $10 billion. These deferrals also created cash flow shortages for certain K-12 districts which required an increased level of cash flow borrowings. In fiscal years 2013-14 and 2014-15, the State repaid the majority of these deferrals and the remaining $992 million was repaid in fiscal year 2015-16. The State has included LCFF apportionment deferrals in its 2020-21 Budget. See "—2020-21 State Budget" below.

School Reserves. Senate Bill 858 ("SB 858") became effective upon the passage of Proposition 2. SB 858 includes provisions which could limit the amount of reserves that may be maintained by a school district in certain circumstances. Under SB 858, in any fiscal year immediately following a fiscal year in which the State has made a transfer into the PSSSA, any adopted or revised budget by a school district would need to contain a combined unassigned and assigned ending fund balance that (a) for school districts with an ADA of less than 400,000, is not more than two times the amount of the reserve for economic uncertainties mandated by the Education Code, or (b) for school districts with an ADA that is more than 400,000, is not more than three times the amount of the reserve for economic uncertainties mandated by the Education Code. In certain cases, the county superintendent of schools may grant a school district a waiver from this limitation on reserves for up to two consecutive years within a three-year period if there are certain extraordinary fiscal circumstances.

The District, which has an ADA of less than 400,000, is required to maintain a reserve for economic uncertainty in an amount equal to 3% of its General Fund expenditures and other financing uses.

Senate Bill 751 ("SB 751"), enacted on October 11, 2017, alters the reserve requirements imposed by SB 858. Under SB 751, in a fiscal year immediately after a fiscal year in which the amount of moneys in the PSSSA is equal to or exceeds 3% of the combined total general fund revenues appropriated for school districts and allocated local proceeds of taxes for that fiscal year, a school district budget that is adopted or revised cannot have an assigned or unassigned ending fund balance that exceeds 10% of those funds. SB 751 excludes from the requirements of those provisions community funded districts and small school districts having fewer than 2,501 units of average daily attendance.

2020-21 State Budget

On June 29, 2020, the Governor signed into law the State budget for fiscal year 2020-21 (the "2020-21 Budget"). The following information is drawn from the DOF's summary of the 2020-21 Budget.

As with the Governor's May revision (the "May Revision") to the proposed State budget, the 2020-21 Budget acknowledges that the rapid onset of COVID-19 has had an immediate and severe impact on the State's economy. The ensuing recession has caused significant job losses, precipitous drops in family and business income, and has exacerbated inequality. The May Revision forecast included a peak unemployment rate of 24.5% in the second quarter of 2020 and a decline in personal income of nearly 9%. The 2020-21 Budget reports that the official unemployment rate exceeded 16% in both April and May of 2020.

The 2020-21 Budget includes a number of measures intended to address a projected deficit of $54.3 billion identified by the May Revision, and occasioned principally by declines in the State's three main tax revenues (personal income, sales and use, and corporate). The measures included in the 2020-21 Budget, and described below, are intended to close this deficit and set aside $2.6 billion in the State's traditional general fund reserve, including $716 million for the State to respond to the changing conditions of the COVID-19 pandemic:

- *Draw Down of Reserves* – The 2020-21 Budget draws down $8.8 billion in total State reserves, including $7.8 billion from the BSA, $450 million from the Safety Net Reserve and all funds in the PSSSA.

- *Triggers* – The 2020-21 Budget includes $11.1 billion in reductions and deferrals that would be restored if at least $14 billion in federal funds are received by October 15, 2020. If the State receives less than this amount, reductions and deferrals would be partially restored. The triggers includes $6.6 billion in deferred spending on education, $970 million in funding for the California State University and University of California systems, $2.8 billion in State employee compensation and $150 million for courts, as well as funding for various other State programs. The triggers would also fund an additional $250 million for county programs to backfill revenue losses.

- *Federal Funds* – The 2020-21 Budget relies on $10.1 billion in federal funds, including $8.1 billion of which has already been received. This relief includes recent congressional approval for a temporary increase in the federal government's share of Medicaid costs, a portion of the State's Coronavirus Relief Fund allocation pursuant to the CARES Act and federal funds provided for childcare programs.

- *Borrowing/Transfers/Deferrals* – The 2020-21 Budget relies on $9.3 billion in special fund borrowing and transfers, as well as deferrals to K-14 education discussed further herein. Approximately $900 million of special fund borrowing is associated with reductions to State employee compensation and is subject to the triggers discussed above.

- *Increased Revenues* – The 2020-21 Budget temporarily suspends for three years net operating loss tax deductions for medium and large businesses and limits business tax credits, with an estimated increase in tax revenues of $4.3 billion in fiscal year 2020-21.

- *Cancelled Expansions, Updated Assumptions and Other Measures* – The 2020-21 Budget includes an additional $10.6 billion of measures, including cancelling multiple programmatic expansions, anticipated governmental efficiencies, higher ongoing revenues above the forecast included in the May Revision, and lower health and human services caseload costs than assumed by the May Revision.

For fiscal year 2019-20, the 2020-21 Budget projects total general fund revenues and transfers of $137.6 billion and authorizes expenditures of $146.9 billion. The State is projected to end the 2019-20 fiscal year with total available general fund reserves of $17 billion, including $16.1 billion in the BSA and $900 million in the Safety Net Reserve Fund. For fiscal year 2020-21, the 2020-21 Budget projects total general fund revenues and transfers of $137.7 billion and authorizes expenditures of $133.9 billion. The State is projected to end the 2020-21 fiscal year with total available general fund reserves of $11.4 billion, including $2.6 billion in the traditional general fund reserve (of which $716 million is earmarked for COVID-related responses), $8.3 billion in the BSA and $450 million in the Safety Net Reserve Fund.

As a result of the projected reduction of State revenues occasioned by the COVID-19 pandemic, the 2020-21 Budget estimates that the Proposition 98 minimum funding guarantee for fiscal year 2020-21 is $70.1 billion, approximately $10 billion below the revised prior-year funding level. For K-12 school districts, this results in per-pupil spending in fiscal year 2020-21 of $10,654, a reduction of $1,339 from the prior year.

The 2020-21 Budget proposes several measures intended to ameliorate the immediate impact of State revenue declines, and avoid a permanent decline in education funding:

- *Local Control Funding Formula* – The 2020-21 Budget provides for $1.9 billion in LCFF apportionment deferrals for fiscal year 2019-20. The deferrals increase to $11 billion in fiscal year 2020-21, which results in LCFF funding remaining at 2019-20 levels in both years. The 2020-21 Budget also suspends the statutory COLA in fiscal 2020-21. Of the total deferrals, $5.8 billion will be triggered off in fiscal year 2020-21 if sufficient federal funding for this purpose is received.

- *Learning Loss Mitigation* – The 2020-21 Budget includes a one-time investment of $5.3 billion ($4.75 billion in CARES Act funding and $539.9 million in Proposition 98 funding) to local educational agencies to address learning losses related to COVID-19 school closures. Of these funds, $2.9 billion will be allocated based on LCFF supplemental and concentration grant allocations, $1.5 billion based on the number of students with exceptional needs, and $979.8 million based on total LCFF allocations.

- *Supplemental Appropriations* – The 2020-21 Budget provides for a new, multi-year payment obligation to supplement K-14 education funding. The total obligation would equal approximately $12.4 billion, and reflects the administration's estimate of the additional funding K-14 school districts would have received in the absence of COVID-19-related reductions. Under this proposal the State will make annual payments toward this obligation beginning in fiscal year 2021-22. These payments would equal 1.5% of State general fund revenue. The 2020-21 Budget also increases the share of State general fund revenue required to be spent on K-14 school districts from 38% to 40% by fiscal year 2023-24.

- *CalSTRS/CalPERS* – The 2020-21 Budget redirects $2.3 billion in funds previously appropriated for prefunding CalSTRS and CalPERS liabilities, and instead applies them to further reduce local educational agency contribution rates for such programs in fiscal years 2020-21 and 2021-22. This reduces CalSTRS employer rates to 16.15% in fiscal year 2020-21 and 16.02% in fiscal year 2021-22. CalPERS employer rates would be reduced to 20.7% in fiscal year 2020-21 and 22.84% in fiscal year 2021-22. See also "THE DISTRICT—Retirement Systems.".

- *Federal Funds* – In addition to the CARES Act funding previously discussed, the 2020-21 Budget appropriates $1.6 billion in federal Elementary and Secondary School Emergency Relief funds recently awarded to the State. Of this amount, approximately $1.5 billion will be allocated to local educational agencies in proportion to the amount of federal Title I-A funding such agencies receive, to be used for COVID-19 related costs. The remaining amount will be allocated to state-level activities.

- *Temporary Revenue Increases* – As discussed above, as part of closing the State's projected deficit, the 2020-21 Budget provides for a temporary revenue increase of approximately $4.3 billion in fiscal year 2020-21, of which approximately $1.6 billion counts towards the Proposition 98 funding guarantee.

Other significant features of K-12 education funding in the 2020-21 Budget include the following:

- *Special Education* – The 2020-21 Budget increases special education base rates to $625 per pupil, and provides $100 million to increase funding for students with low-incidence disabilities.

- *Average Daily Attendance* – The 2020-21 Budget provides for a hold-harmless for calculating apportionments in fiscal year 2020-21. ADA will be based on the 2019-20 year, except for new charter schools commencing instruction in fiscal year 2020-21. The 2020-21 Budget also provides an exemption for local educational agencies from certain annual minimum instructional minute requirements, and includes requirements for distance learning to ensure that, in the absence of in-person instruction, students continue to receive access to quality education.

- *LCAPs* – In April of 2020, the Governor issued an executive order allowing local educational agencies to submit their LCAP for fiscal year 2020-21 in December, in lieu of the usual July 1 deadline. Recognizing that federal relief funds need to be expended on an accelerated timeline, and to ensure transparency, the 2020-21 Budget replaces the December LCAP with a Learning Continuity and Attendance Plan to be completed by September 30, 2020. The 2020-21 Budget requires the State Superintendent of Public Instruction to develop a template of this plan for use by

local educational agencies which will include a description of how such agencies will provide continuity of learning during the pandemic, expenditures related to addressing the impacts of the pandemic, and how such agencies are increasing or improving services in proportion to concentration funding that is received under the LCFF.

- *Employee Protections* – The 2020-21 Budget suspends school districts' window to layoff teachers and other non-administrative certificated staff, which typically runs from the time the budget is approved by the State Legislature to August 15. The 2020-21 Budget also suspends layoffs of classified staff working in transportation, nutrition and custodial services from July 1, 2020 through June 30, 2021.

For additional information regarding the 2020-21 Budget, see the State Department of Finance website at www.dof.ca.gov. However, the information presented on such website is not incorporated herein by reference.

Proposed Fiscal Year 2021-22 Budget

On January 8, 2021, the Governor released his proposed State budget for fiscal year 2021-22 (the "Proposed 2021-22 Budget"). The information below is drawn from the DOF summary of the Proposed 2021-22 Budget.

The Proposed 2021-22 Budget indicates that, since the adoption of the 2020-21 Budget, the administration's economic forecast and revenue projections have significantly improved, driven in large part by a rebound in the stock market and an attendant growth in capital gains tax revenues. However, the Proposed 2021-22 Budget acknowledges that the risks to the revenue forecast remain higher than usual, and economic inequality has intensified since the beginning of the COVID-19 pandemic. The Proposed 2021-22 Budget acknowledges that the State is currently in the midst of a second and more serious wave of COVID-19 infections, but that federally-approved COVID-19 vaccines are arriving to assist the recovery from the pandemic.

The Proposed 2021-22 Budget indicates that the revenue forecast was finalized prior to the passage of the most recent federal stimulus bill. See "DISTRICT FINANCIAL MATTERS—Considerations Regarding COVID-19" herein. Of the almost $900 billion in federal funding that was approved, the Proposed 2021-22 Budget identifies approximately $106 billion allocable to the State, including $42.4 billion in direct assistance to individuals and families (including $38.3 billion in unemployment benefits and direct payments), $2.2 billion for COVID-19 testing, tracing and vaccine distribution, $700 million for health and mental health services, $50.1 billion in business and transportation support, and $10.1 billion for education. The Governor's May revision to the Proposed 2021-22 Budget will include a revised revenue forecast that will reflect this federal assistance. The Proposed 2021-22 Budget also acknowledges that further federal relief will be critical to assisting individuals and businesses survive and recover from the pandemic.

For fiscal year 2020-21, the Proposed 2021-22 Budget projects total general fund revenues and transfers of $168.1 billion and expenditures of $156 billion. The State is projected to end the 2020-21 fiscal year with total available general fund reserves of approximately $22.7 billion, including $9 billion in the traditional State reserve, $12.5 billion in the BSA, $747 million in the PSSSA and $450 million in the Safety Net Reserve Fund. For fiscal year 2021-22, the Proposed 2021-22 Budget projects total general fund revenues and transfers of $170.6 billion and authorizes expenditures of $164.5 billion. The State is projected to end the 2021-22 fiscal year with total available general fund reserves of approximately $22 billion, including $2.9 billion in the traditional general fund reserve, $15.6 billion in the BSA, $3 billion in the PSSSA and $450 million in the Safety Net Reserve Fund. As a result of the projected year-end balance in the PSSSA, school district reserve caps would be triggered in fiscal year 2022-23 under the provisions of SB 858 and SB 751. See also "STATE CONSTITUTIONAL LIMITATIONS ON DISTRICT SOURCES AND EXPENDITURES – Proposition 2" herein.

In recognition of the need to address the various impacts of the COVID-19 pandemic, the Proposed 2021-22 Budget includes a package of measures intended to be implemented through legislative action earlier than the traditional State budget timeline. For immediate action in January, this package includes $3 billion in direct support for workers and small businesses and $2 billion to support the re-opening of K-12 schools (as further described herein). For early action in the spring, the package includes $4.7 billion in instructional support for K-14 school districts, $973 million in jobs and workforce training, $561 million in environmental sustainability measures and $262 million in housing and homelessness-related measures.

As a result of the expected increases in State general fund revenues, the Proposed 2021-22 Budget sets the Proposition 98 minimum funding guarantee for fiscal year 2021-22 at $85.8 billion. This represents a year-to-year increase of $14.9 billion over the level included in the 2020-21 Budget. The Proposed 2021-22 Budget also makes retroactive increases to the minimum funding guarantee in fiscal years 2019-20 and 2020-21 of $1.9 billion and $11.9 billion, respectively, due almost exclusively to increases in allocable general fund revenues in those years. As a result of these revisions, total per-pupil expenditures for K-12 education are projected to be $18,837 in fiscal year 2020-21 and $18,000 in fiscal year 2021-22. The year-to-year decrease reflects a significant allocation of one-time federal funding in fiscal year 2020-21. Ongoing per-pupil spending from Proposition 98 funding is $12,648 in fiscal year 2021-22, an increase of $1,994 from the level provided in the 2020-21 Budget.

Other significant features of K-12 education funding include the following:

- *Re-opening Schools* – $2 billion in one-time Proposition 98 funding available beginning in February, 2021 to augment resources for local educational agencies to resume safe, in-person instruction. Funding will be available on a per-pupil basis for all county schools, school districts and charter schools (with the exception of non-classroom based charter schools and independent study programs) that continue or commence in-person instruction by set dates. Specifically, all such educational agencies that continue or resume instruction (i) by February 16, for all transitional Kindergarten through 2nd grade students, disabled students, foster and homeless youth, and students without access to technology or high-speed internet, and (ii) by March 15 for all 3rd grade students, will be eligible for base grants starting at $450 and increasing to more than $700 per pupil for schools with higher enrollments of EL/LI students. Schools with later start dates will qualify for proportionally lower base grants, except those schools in counties with high rates of COVID-19 community spread. Schools in counties with high rates of community spread will be eligible for the full February grant amount if they re-open for instruction pursuant to State and local health guidance. Funds may be used for any purpose that supports instruction, including enhancing and expanding COVID-19 testing, personal protective equipment, improving ventilation and the safety of indoor and outdoor spaces, teacher and staff salaries for those providing and supporting in-person instruction, and social and mental health supportive services.

- *Local Control Funding Formula* – $64.5 billion in total LCFF funding, including an allocation to fund a combined COLA of 3.84%. This reflects both the 2.31% COLA that would have been due in fiscal year 2020-21, and which was suspended by the 2020-21 Budget, and a 1.5% adjustment for fiscal year 2021-22. With few exceptions, the Proposed 2021-22 Budget assumes in-person instruction in fiscal year 2021-22, and accordingly does not provide an ADA hold-harmless for purposes of calculating apportionments. However, because of the hold-harmless provided for fiscal year 2020-21 by the prior year's budgetary legislation, local educational agencies that experience enrollment declines in fiscal year 2021-22 will retain the ability to receive apportionments based on the higher of their 2019-20 or 2020-21 ADA. The Proposed 2021-22 Budget also provides an increase of $10.2 million in ongoing Proposition 98 funding to reflect a 1.5% COLA for county offices of education.

- *Categorical Programs* – An increase of $85.7 million in ongoing Proposition 98 funding to reflect a 1.5% COLA for categorical programs which remain outside of the LCFF.

- *Deferrals* – The Proposed 2021-22 Budget pays off LCFF apportionment deferrals for fiscal year 2019-20 that were provided for by the 2020-21 Budget, as well as $7.3 billion of the LCFF deferral for fiscal year 2020-21. This leaves an ongoing deferral balance of $3.7 billion due in fiscal year 2021-22.

- *Supplemental Payment* – The 2020-21 Budget provided for a new, multi-year payment obligation to avoid a permanent decline in K-14 education funding as a result of then-projected reductions in available revenues. The Proposed 2021-22 Budget would eliminate this supplemental payment obligation in its entirety. However, in recognition of the extraordinary needs of students and the public school system related to the COVID-19 pandemic, the Proposed 2021-22 Budget provides a one-time supplemental payment to K-14 education of $2.3 billion.

- *Educator and Professional Development* – $315.3 million to develop quality training in high-need areas and provide timely access to training. The Proposed 2021-22 Budget also includes $225 million to improve the State's teacher pipeline, including providing grants to students enrolled in teacher preparation programs, support for clinical teacher preparation programs and grants to recruit non-certificated school employees.

- *Community Schools* - $264.9 million in one-time Proposition 98 funding to expand networks of community schools and establish new community schools, which typically integrate health, mental health and other services for students and families and provide these services directly on school campuses.

- *Learning Loss Mitigation* - $4.6 billion in one-time Proposition 98 funding to facilitate targeted interventions by local educational agencies that focus on student achievement and well-being most affected by COVID-19 related disruptions to educational learning, including interventions with low-income families, English-learners and foster and homeless youth.

- *Federal Funds* – As a result of recent federal stimulus legislation, the Proposed 2021-22 Budget estimates that the State could receive more than $6 billion for the Elementary and Secondary Schools Emergency Relief Fund and $400 million for the Governor's Emergency Education Relief Fund. These funds are expected to assist schools in reopening and remaining open for in-person instruction.

- *Proposition 51* – The Kindergarten Through Community College Public Education Facilities Bond Act of 2016 (also known as Proposition 51) is a voter initiative approved at the November 8, 2016 election that authorizes the sale and issuance of $9 billion in State general obligation bonds for the new construction and modernization of K-14 facilities. The Proposed 2020-21 Budget allocates $1.5 billion of such bond funds for K-12 school facility projects.

For additional information regarding the Proposed 2021-22 Budget, see the DOF website at www.dof.ca.gov. However, the information presented on such website is not incorporated herein by reference.

Future Actions

The District cannot predict what actions will be taken in the future by the State legislature and the Governor to address changing State revenues and expenditures. The District also cannot predict the impact such actions will have on State revenues available in the current or future years for education. The State budget will be affected by national and State economic conditions and other factors over which the District will have no control. Certain actions or results could produce a significant shortfall of revenue and cash, and could consequently impair the State's ability to fund schools. The COVID-19 pandemic has already resulted in significant negative economic effects at State and federal levels, and additional negative economic effects are possible, each of which could negatively impact anticipated State revenue levels. In addition, the pandemic

could also result in higher State expenditures, of both a direct nature (such as those related to managing the outbreak) and an indirect nature (such as higher public usage of need-based programs resulting from unemployment or disability). See "DISTRICT FINANCIAL MATTERS — Considerations Regarding COVID-19." The District also cannot predict whether the federal government will provide additional funding in amounts sufficient to offset any of the fiscal impacts of the COVID-19 pandemic described above. State budget shortfalls in future fiscal years may also have an adverse financial impact on the financial condition of the District.

State Dissolution of Redevelopment Agencies

On December 30, 2011, the California Supreme Court issued its decision in the case of *California Redevelopment Association v. Matosantos* ("Matosantos"), finding ABx1 26, a trailer bill to the 2011-12 State budget, to be constitutional. As a result, all Redevelopment Agencies in California ceased to exist as a matter of law on February 1, 2012. The Court in Matosantos also found that ABx1 27, a companion bill to ABx1 26, violated the California Constitution, as amended by Proposition 22. See "CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES AND APPROPRIATIONS — Proposition 1A and Proposition 22." ABx1 27 would have permitted redevelopment agencies to continue operations provided their establishing cities or counties agreed to make specified payments to school districts and county offices of education, totaling $1.7 billion statewide.

ABx1 26 was modified by Assembly Bill No. 1484 (Chapter 26, Statutes of 2011-12) ("AB 1484"), which, together with ABx1 26, is referred to herein as the "Dissolution Act." The Dissolution Act provides that all rights, powers, duties and obligations of a redevelopment agency under the California Community Redevelopment Law that have not been repealed, restricted or revised pursuant to ABx1 26 will be vested in a successor agency, generally the county or city that authorized the creation of the redevelopment agency (each, a "Successor Agency"). All property tax revenues that would have been allocated to a redevelopment agency, less the corresponding county auditor-controller's cost to administer the allocation of property tax revenues, are now allocated to a corresponding Redevelopment Property Tax Trust Fund ("Trust Fund"), to be used for the payment of pass-through payments to local taxing entities, and thereafter to bonds of the former redevelopment agency and any "enforceable obligations" of the Successor Agency, as well as to pay certain administrative costs. The Dissolution Act defines "enforceable obligations" to include bonds, loans, legally required payments, judgments or settlements, legal binding and enforceable obligations, and certain other obligations.

Among the various types of enforceable obligations, the first priority for payment is tax allocation bonds issued by the former redevelopment agency; second is revenue bonds, which may have been issued by the host city, but only where the tax increment revenues were pledged for repayment and only where other pledged revenues are insufficient to make scheduled debt service payments; third is administrative costs of the Successor Agency, not to exceed $250,000 in any year, to the extent such costs have been approved in an administrative budget; then, fourth tax revenues in the Trust Fund in excess of such amounts, if any, will be allocated as residual distributions to local taxing entities in the same proportions as other tax revenues. Moreover, all unencumbered cash and other assets of former redevelopment agencies will also be allocated to local taxing entities in the same proportions as tax revenues. Notwithstanding the foregoing portion of this paragraph, the order of payment is subject to modification in the event a Successor Agency timely reports to the Controller and the Department of Finance that application of the foregoing will leave the Successor Agency with amounts insufficient to make scheduled payments on enforceable obligations. If the county auditor-controller verifies that the Successor Agency will have insufficient amounts to make scheduled payments on enforceable obligations, it shall report its findings to the Controller. If the Controller agrees there are insufficient funds to pay scheduled payments on enforceable obligations, the amount of such deficiency shall be deducted from the amount remaining to be distributed to taxing agencies, as described as the fourth distribution above, then from amounts available to the Successor Agency to defray administrative costs. In addition, if a taxing agency entered into an agreement pursuant to Health and Safety Code Section 33401 for payments from a redevelopment agency under which the payments were to be subordinated to certain obligations of the redevelopment agency, such subordination provisions shall continue to be given effect.

As noted above, the Dissolution Act expressly provides for continuation of pass-through payments to local taxing entities. Per statute, 100% of contractual and statutory two percent pass-throughs, and 56.7% of statutory pass-throughs authorized under the Community Redevelopment Law Act of 1993 (AB 1290, Chapter 942, Statutes of 1993) ("AB 1290"), are restricted to educational facilities without offset against revenue limit apportionments by the State. Only 43.3% of AB 1290 pass-throughs are offset against State aid so long as the District uses the moneys received for land acquisition, facility construction, reconstruction, or remodeling, or deferred maintenance as provided under Education Code Section 42238(h).

ABX1 26 states that in the future, pass-throughs shall be made in the amount "which would have been received had the redevelopment agency existed at that time," and that the County Auditor-Controller shall "determine the amount of property taxes that would have been allocated to each redevelopment agency had the redevelopment agency not been dissolved pursuant to the operation of [ABX1 26] using current assessed values and pursuant to statutory [pass-through] formulas and contractual agreements with other taxing agencies."

Successor Agencies continue to operate until all enforceable obligations have been satisfied and all remaining assets of the Successor Agency have been disposed of. AB 1484 provides that once the debt of the Successor Agency is paid off and remaining assets have been disposed of, the Successor Agency shall terminate its existence and all pass-through payment obligations shall cease.

The District can make no representations as to the extent to which State apportionments may be offset by the future receipt of residual distributions or from unencumbered cash and assets of former redevelopment agencies any other surplus property tax revenues pursuant to the Dissolution Act.

TAX MATTERS

In the opinion of Stradling Yocca Carlson & Rauth, a Professional Corporation, Newport Beach, California, Special Counsel, under existing statutes, regulations, rulings and judicial decisions, interest with respect to the Certificates is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of calculating the federal alternative minimum tax imposed on individuals. In the further opinion of Special Counsel, interest with respect to the Certificates is exempt from State of California personal income tax.

The difference between the issue price of a Certificates (the first price at which a substantial amount of a maturity is to be sold to the public) and the stated redemption price at maturity with respect to the Certificates (to the extent the redemption price at maturity is greater than the issue price) constitutes original issue discount. Original issue discount accrues under a constant yield method, and original issue discount will accrue to a Certificate Owner before receipt of cash attributable to such excludable income. The amount of original issue discount deemed received by the Certificate Owner will increase the Certificate Owner's basis in the applicable Certificate. In the opinion of Special Counsel, the amount of original issue discount that accrues to the Certificate Owner is excluded from the gross income of such owner for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals. In the opinion of Special Counsel, the amount of original issue discount that accrues to the Certificate Owners is exempt from State of California personal income tax.

Special Counsel's opinion as to the exclusion from gross income for federal income tax purposes of interest (and original issue discount) with respect to the Certificates is based upon certain representations of fact and certifications made by the District and others and is subject to the condition that the District complies with all requirements of the Code, that must be satisfied subsequent to the issuance of the Certificates to assure that interest (and original issue discount) with respect to the Certificates will not become includable in gross income for federal income tax purposes. Failure to comply with such requirements of the Internal Revenue Code of 1986, as amended (the "Code") might cause the interest (and original issue discount) with respect to the Certificates to be included in gross income for federal income tax purposes retroactive to the date of issuance of

the Certificates. The District will covenant in the Tax Certificate for the Certificates to comply with all such requirements.

The amount by which a Certificate Owner's original basis for determining loss on sale or exchange in the applicable Certificate (generally, the purchase price) exceeds the amount payable on maturity (or on an earlier call date) constitutes amortizable Certificate premium, which must be amortized under Section 171 of the Code; such amortizable Certificate premium reduces the Certificate Owner's basis in the applicable Certificate (and the amount of tax-exempt interest received), and is not deductible for federal income tax purposes. The basis reduction as a result of the amortization of Certificate premium may result in a Certificate Owner realizing a taxable gain when a Certificate is sold by the Owner for an amount equal to or less (under certain circumstances) than the original cost of the Certificate to the Owner. Purchasers of the Certificates should consult their own tax advisors as to the treatment, computation and collateral consequences of amortizable Certificate premium.

The Internal Revenue Service (the "IRS") has initiated an expanded program for the auditing of tax-exempt bond issues, including both random and targeted audits. It is possible that the Certificates will be selected for audit by the IRS. It is also possible that the market value of the Certificates might be affected as a result of such an audit of the Certificates (or by an audit of similar bonds). No assurance can be given that in the course of an audit, as a result of an audit, or otherwise, Congress or the IRS might not change the Code (or interpretation thereof) subsequent to the issuance of the Certificates to the extent that it adversely affects the exclusion from gross income of interest with respect to the Certificates or their market value.

SUBSEQUENT TO THE ISSUANCE OF THE CERTIFICATES THERE MIGHT BE FEDERAL, STATE, OR LOCAL STATUTORY CHANGES (OR JUDICIAL OR REGULATORY CHANGES TO OR INTERPRETATIONS OF FEDERAL, STATE, OR LOCAL LAW) THAT AFFECT THE FEDERAL, STATE, OR LOCAL TAX TREATMENT OF THE CERTIFICATES OR THE MARKET VALUE OF THE CERTIFICATES. THESE CHANGES COULD ADVERSELY AFFECT THE MARKET VALUE OR LIQUIDITY OF THE CERTIFICATES. IT IS POSSIBLE THAT LEGISLATIVE CHANGES WILL BE INTRODUCED WHICH, IF ENACTED, WOULD RESULT IN ADDITIONAL FEDERAL INCOME OR STATE TAX BEING IMPOSED ON OWNERS OF TAX-EXEMPT STATE OR LOCAL OBLIGATIONS, SUCH AS THE CERTIFICATES. NO ASSURANCE CAN BE GIVEN THAT SUBSEQUENT TO THE ISSUANCE OF THE CERTIFICATES STATUTORY CHANGES WILL NOT BE INTRODUCED OR ENACTED OR INTERPRETATIONS WILL NOT OCCUR. BEFORE PURCHASING ANY OF THE CERTIFICATES, ALL POTENTIAL PURCHASERS SHOULD CONSULT THEIR TAX ADVISORS REGARDING POSSIBLE STATUTORY CHANGES OR JUDICIAL OR REGULATORY CHANGES OR INTERPRETATIONS, AND THEIR COLLATERAL TAX CONSEQUENCES RELATING TO THE CERTIFICATES.

Special Counsel's opinions may be affected by actions taken (or not taken) or events occurring (or not occurring) after the date hereof. Special Counsel has not undertaken to determine, or to inform any person, whether any such actions or events are taken or do occur. The Trust Agreement, the Lease and the Tax Certificate relating to the Certificates permit certain actions to be taken or to be omitted if a favorable opinion of Special Counsel is provided with respect thereto. Special Counsel expresses no opinion as to the effect on the exclusion from gross income for federal income tax purposes of interest (or original issue discount) due with respect to any Certificate if any such action is taken or omitted based upon the advice of counsel other than Special Counsel.

Although Special Counsel will render an opinion that interest (and original issue discount) with respect to the Certificates is excluded from gross income for federal income tax purposes provided that the District continues to comply with certain requirements of the Code, the ownership of the Certificates and the accrual or receipt of interest (and original issue discount) with respect to the Certificates may otherwise affect the tax liability of certain persons. Special Counsel expresses no opinion regarding any such tax consequences. Accordingly, before purchasing any of the Certificates, all potential purchasers should consult their tax advisors with respect to collateral tax consequences relating to the Certificates.

A copy of the proposed form of opinion of Special Counsel is attached hereto as Appendix D.

CERTAIN LEGAL MATTERS

Stradling Yocca Carlson & Rauth, a Professional Corporation, Newport Beach, California, Special Counsel, will render an opinion with respect to the Certificates substantially in the form attached hereto as Appendix D. Copies of such approving opinion will be available at the time of delivery of the Certificates. Certain matters will also be passed on for the District by Stradling Yocca Carlson & Rauth, a Professional Corporation, as Disclosure Counsel. Stradling Yocca Carlson & Rauth, a Professional Corporation expresses no opinion to the Owners of the Certificates as to the accuracy, completeness or fairness of this Official Statement.

ABSENCE OF MATERIAL LITIGATION

At the time of delivery of and payment for the Certificates, the District and the Corporation will each certify that there is no action, suit, litigation, inquiry or investigation before or by any court, governmental agency, public board or body served, or to the best knowledge of the District or the Corporation threatened, against the District or the Corporation in any material respect affecting the existence of the District or the Corporation or the titles of their officers to their respective offices or seeking to prohibit, restrain or enjoin the sale, execution or delivery of the Certificates or the payment of Lease Payments or challenging, directly or indirectly, the validity or enforceability of the proceedings to have the District lease the Property to the Corporation and lease it back from the Corporation, or the validity or enforceability of the Trust Agreement, the Lease, the Assignment Agreement or the Site Lease.

The District does have claims pending against it. The aggregate amount of the uninsured liabilities of the District which may result from all claims will not, in the opinion of the District, materially affect the District's finances or impair its ability to make Lease Payments under the Lease.

RATINGS

S&P Global Ratings, a business unit of Standard & Poor's Financial Services LLC ("S&P") is expected to assign its municipal bond rating of "____" to the Certificates based on the issuance of the Policy by the Insurer at the time of delivery of the Certificates. See "MUNICIPAL BOND INSURANCE" herein. In addition, Moody's Investors Service, Inc. ("Moody's") has assigned its long term underlying rating of "Baa2" to the Certificates independent of the delivery of the Policy. Such ratings reflect only the views of such rating agencies and any explanation of the significance of such ratings must be obtained from the rating agencies. There is no assurance that such ratings will continue for any given period of time, or that they will not be revised downward or withdrawn entirely by a rating agency if in the judgment of such rating agency circumstances so warrant. An explanation of the significance of such ratings may be obtained from S&P and Moody's. Any such downward revision or withdrawal of the ratings may have an adverse effect on the market price of the Certificates.

The District will covenant in a Continuing Disclosure Certificate to file on EMMA notices of any ratings changes on the Certificates. See the caption "CONTINUING DISCLOSURE" above and Appendix F — "FORM OF CONTINUING DISCLOSURE CERTIFICATE." Notwithstanding such covenant, information relating to ratings changes on the Certificates may be publicly available from S&P prior to such information being provided to the District and prior to the date the District is obligated to file a notice of rating change on EMMA. Purchasers of the Certificates are directed to S&P and its website and official media outlets for the most current ratings changes with respect to the Certificates after the initial delivery of the Certificates.

UNDERWRITING

The Certificates are being purchased by Stifel, Nicolaus & Company, Incorporated (the "Underwriter"). The Underwriter has agreed to purchase the Certificates pursuant to a Purchase Contract at the initial purchase

price of $_____ (being equal to the aggregate principal amount of the Certificates, less an Underwriter's discount of $_____, [plus/less] [net] original issue [premium/discount] of $_____). The Purchase Contract for the Certificates provides that the Underwriter will purchase all of the Certificates if any are purchased and that the obligation to make such purchase is subject to certain terms and conditions set forth in such Purchase Contract. The Underwriter may offer and sell the Certificates to certain dealers and others at yields higher than the offering yields stated on the cover page hereof. The offering yields may be changed from time to time by the Underwriter.

MISCELLANEOUS

Audited Financial Statements

The District's audited financial statements for fiscal year 2018-19 included in Appendix E of this Official Statement have been audited by Wilkinson Hadley King & Co., LLP (the "Auditor"), as stated in their report in Appendix E. Attention is called to the scope limitation described in the Auditor's report accompanying the financial statements. The Auditor has not been requested to consent to the inclusion of its report in this Official Statement. The Auditor has not undertaken to update the audited financial statements for fiscal year 2018-19 or its report, and no opinion is expressed by the Auditor with respect to any event subsequent to its report dated December 16, 2019. See Appendix E — "DISTRICT'S AUDITED FINANCIAL STATEMENTS FOR FISCAL YEAR ENDED JUNE 30, 2019" herein.

Financial Interests

The fees being paid to the Underwriter, Underwriter's Counsel, the Verification Agent, the District's Municipal Advisor and Special Counsel and Disclosure Counsel are contingent upon the execution and delivery of the Certificates. From time to time, Special Counsel represents the Underwriter on matters unrelated to the Certificates.

ADDITIONAL INFORMATION

The references herein to the Lease, the Site Lease, the Trust Agreement and the Assignment Agreement are brief outlines of certain provisions thereof. Such outlines do not purport to be complete and for full and complete statements of such provisions reference is made to said documents. Copies of the documents mentioned under this heading are available for inspection at the District and following delivery of the Certificates will be on file at the Principal Office of the Trustee in Los Angeles, California.

References are made herein to certain documents and reports which are brief summaries thereof which do not purport to be complete or definitive. Reference is made to such documents and reports for full and complete statements of the content thereof.

Any statement in this Official Statement involving matters of opinion, whether or not expressly so stated, are intended as such and not as representations of fact. This Official Statement is not to be construed as a contract or agreement between the District and the purchasers or Owners of any of the Certificates.

The execution and delivery of this Official Statement has been duly authorized by the District.

SAN YSIDRO SCHOOL DISTRICT

By: _____
Superintendent

APPENDIX A

SUMMARY OF PRINCIPAL LEGAL DOCUMENTS

The following is a brief summary of certain provisions of the legal documents related to the Certificates which are not described in the Official Statement to which this Appendix is attached. This summary is not intended to be definitive and is qualified in its entirety by reference to the Lease, the Trust Agreement, the Assignment Agreement and the Site Lease for the complete terms thereof. Copies of the Lease, the Trust Agreement, the Assignment Agreement and the Site Lease are available upon request from the District.

APPENDIX B

INFORMATION CONCERNING THE COMMUNITY FACILITIES DISTRICTS

General

The District has established three Community Facilities Districts (the "CFDs") pursuant to the provisions of the Mello-Roos Community Facilities Act of 1982, as amended. The CFDs were established to provide a source of funding for school facilities needed as a consequence of residential development projects occurring in several designated areas of the District. The special taxes collected within each of the CFDs were approved by a vote of the respective landowner electors, with each elector receiving one vote for each acre of land or portion thereof owned within the respective CFD. An affirmative 2/3 vote of the landowner electors was required to approve the levy of an annual special tax, the corresponding rate and method of apportionment of the special tax, the sale of a not-to-exceed principal amount of special tax bonds, and the use of the proceeds of the special tax or bonds on a specified list of authorized school facilities.

Community Facilities District No. 1 ("CFD No. 1") was established in July 1992. The electors of CFD No. 1 approved a maximum annual special tax and a principal amount of bonds not exceeding $65,000,000. CFD No. 1 has sufficient remaining authorized bonded indebtedness to be allocated its allocable portion of the CFD No. 3 Bonds. In fiscal year 2020-21, there are 499 residential units in CFD No. 1 subject to the special tax, resulting in a total annual special tax levy of $513,155.30.

Community Facilities District No. 2 ("CFD No. 2") was established in May 2000. The electors of CFD No. 2 approved a maximum annual special tax and a principal amount of bonds not exceeding $50,000,000. CFD No. 2 has sufficient remaining authorized bonded indebtedness to be allocated its allocable portion of the CFD No. 3 Bonds. In fiscal year 2020-21, there are 877 residential units in CFD No. 2 subject to the special tax, resulting in a total annual special tax levy of $928,733.28.

Community Facilities District No. 3 ("CFD No. 3") was established in September 1998. The electors of CFD No. 3 approved a maximum annual special tax and a principal amount of bonds not exceeding $30,000,000. CFD No. 3 has sufficient remaining authorized bonded indebtedness to be allocated its allocable portion of the CFD No. 3 Bonds. In fiscal year 2020-21, there are 2,289 residential units in CFD No. 3 (1,648 classified as Single Family Units and 641 classified as Apartment Units) subject to the special tax, resulting in a total annual special tax levy of $1,996,861.28. Approximately 40.6 acres in CFD No. 3 is currently undeveloped, though a home builder, Pardee Homes, is in the process of developing much of the remaining property into single family residential homes. Under the Rate and Method of Apportionment of Special Taxes for CFD No. 3, special taxes will be levied against each residential unit upon completion for a period of not to exceed 30 years.

The type of property that is described in each of the tables in this Appendix B differs from table to table. Tables B-1 through B-3 and B-7 through B-13 account for both Developed Property and Undeveloped Property within each CFD that is subject to the applicable special tax. Tables B-14 through B-16 account for all property within each CFD, including those that are not subject to the applicable special tax. Tables B-4 through B-6 and B-17 through B-20 account only for Developed Property within each CFD that is subject to the applicable special tax.

Assigned Special Tax Rates

The following tables set forth the Fiscal Year 2020-21 assigned special tax rates and total special tax levy for each of the CFDs.

TABLE B-1
COMMUNITY FACILITIES DISTRICT NO. 1
THE SAN YSIDRO SCHOOL DISTRICT
ASSIGNED SPECIAL TAX RATES
FISCAL YEAR 2020-21

Special Tax Class	*Property Category*	*Unit Type*	*Number of Taxable Building Square Feet ("BSF")*[1]	*Fiscal Year 2020-21 Average Assigned Annual Special Tax Rate Per BSF* [2]	*Fiscal Year 2020-21 Levy Total*	*Fiscal Year 2020-21 Percentage of Levy Total*
Final Land Use	Single Family Detached	Square Feet	815,412	$0.6295	$513,155.30	100.00%
Vacant Land Use	N/A	Acres	0	0.00	0.00	0.00
Total			**815,412**		**$513,155.30**	**100.00%**

(1) On which is located 499 units.
(2) Reflects the average Special Tax Rate since the Initial Assigned Special Tax Rate for Developed Property for a specific Fiscal Year is calculated based on the Index escalator, thus the average Special Tax Rate may not reflect the actual Assigned Special Tax Rate for each parcel in a given Special Tax Class.
Source: KeyAnalytics.

TABLE B-2
COMMUNITY FACILITIES DISTRICT NO. 2
THE SAN YSIDRO SCHOOL DISTRICT
ASSIGNED SPECIAL TAX RATES
FISCAL YEAR 2020-21

Special Tax Class	*Unit Type*	*Number of Taxable Units/ Acres*	*Fiscal Year 2020-21 Average Assigned Annual Special Tax Rate Per Unit/Acre*[1]	*Fiscal Year 2020-21 Levy Total*	*Fiscal Year 2020-21 Percentage of Levy Total*
1	Developed Property	877	$1,153.44	$928,733.28	100.00%
Undeveloped	N/A	0	N/A	0.00	0.00
Total		**877 Units/ 0 Acres**		**$928,733.28**	**100.00%**

(1) Reflects the average Special Tax Rate since the Initial Assigned Special Tax Rate for Developed Property for a specific Fiscal Year is calculated based on the Index escalator, thus the average Special Tax Rate may not reflect the actual Assigned Special Tax Rate for each parcel in a given Special Tax Class.
Source: KeyAnalytics.

TABLE B-3
COMMUNITY FACILITIES DISTRICT NO. 3
THE SAN YSIDRO SCHOOL DISTRICT
ASSIGNED SPECIAL TAX RATES
FISCAL YEAR 2020-21

Special Tax Class	*Unit Type*	*Building Square Footage*	*Number of Taxable Units/Acres*	*Fiscal Year 2020-21 Average Assigned Annual Special Tax Rate Per Unit/Acre*[(1)]	*Fiscal Year 2020-21 Levy Total*	*Fiscal Year 2020-21 Percentage of Levy Total*
1	Detached	≥ 2,801	404	$1,153.44	$ 465,988.44	23.34%
2	Detached	2,401 – 2,800	186	948.93	176,501.90	8.84
3	Detached	2,101 – 2,400	255	884.07	223,668.98	11.20
4	Detached	1,901 – 2,100	280	884.45	247,645.24	12.40
5	Detached	1,601 – 1,900	336	883.59	296,887.48	14.87
6	Detached	≤ 1,600	20	663.08	13,261.60	0.66
7	Attached[(2)]	1,501 – 1,600	40	829.10	33,164.14	1.66
8	Attached	1,301 – 1,500	127	780.27	99,093.66	4.96
9	Attached	≤ 1,300	0	N/A	0.00	0.00
10	Apartment[(3)]	≤ 1,600	641	687.44	440,649.84	22.07
11	Senior	N/A	0	N/A	0.00	0.00
Undeveloped	N/A	N/A	40.5895	N/A	0.00	0.00
Total			**2,289 Units/ 40.5895 Acres**		**$1,996,861.28**	**100.00%**

(1) Reflects the average Special Tax Rate since the Initial Assigned Special Tax Rate for Developed Property for a specific Fiscal Year is calculated based on the Index escalator, thus the average Special Tax Rate may not reflect the actual Assigned Special Tax Rate for each parcel in a given Special Tax Class. The special tax is not currently being levied against Undeveloped Property.

(2) Units which are (i) constructed for sale purposes, (ii) are contained in a building or building in which each individual units has at least one common wall with another Unit, (iii) are not a Senior Citizen Units, and (iv) exceed 1,600 BSF are classified as Detached Units.

(3) Units which (i) are constructed solely for rental purposes to the general public, (ii) are not Senior Citizen Units, and (iii) exceed 1,600 BSF are classified as Detached Units.

Source: KeyAnalytics.

Property Ownership

The following tables set forth the Fiscal Year 2020-21 special tax levy by ownership of Developed Property within each of the CFDs.

TABLE B-4
COMMUNITY FACILITIES DISTRICT NO. 1
THE SAN YSIDRO SCHOOL DISTRICT
FISCAL YEAR 2020-21 OWNERSHIP

Property Owner[(1)]	*No. of Units*	*Special Tax Levy*	*% of Special Tax Levy*
2018-4 I H Borrower LP	3	$ 3,158.20	0.62%
Individual Owner of One Unit	496	509,997.10	99.38
Total	**499**	**$ 513,155.30**	**100.00%**

(1) Fiscal Year 2020-21 San Diego County Assessor Roll.
Source: KeyAnalytics.

TABLE B-5
COMMUNITY FACILITIES DISTRICT NO. 2
THE SAN YSIDRO SCHOOL DISTRICT
FISCAL YEAR 2020-21 OWNERSHIP

Property Owner[(1)]	*No. of Units*	*Special Tax Levy*	*% of Special Tax Levy*
Individual Owner of Two Units	18	$ 18,949.44	2.04%
Individual Owner of One Unit	859	909,783.84	97.96
Total	**877**	**$ 928,733.28**	**100.00%**

(1) Fiscal Year 2020-21 San Diego County Assessor Roll.
Source: KeyAnalytics.

TABLE B-6
COMMUNITY FACILITIES DISTRICT NO. 3
THE SAN YSIDRO SCHOOL DISTRICT
FISCAL YEAR 2020-21 OWNERSHIP

Property Owner[(1)]	*No. of Units*	*Special Tax Levy*	*% of Special Tax Levy*
Greenfield Otay LP[(2)]	644	$ 443,627.52	22.22%
Pardee Homes[(3)]	88	81,178.96	4.07
Hsieh Peter & Judy Family Trust 06-17-05	3	3,342.74	0.17
Chen Liming & Jiang Hong	3	2,996.94	0.15
Individual Owner of Two Units	26	26,154.28	1.31
Individual Owner of One Unit	1,525	1,439,560.84	72.09
Total	**2,289**	**$ 1,996,861.28**	**100.00%**

(1) Fiscal Year 2020-21 San Diego County Assessor Roll.
(2) Represents Multi-Family Attached Apartments (Greenfield Village Apartments), which consist of 641 units classified as Apartments and 3 units classified as Single Family Detached.
(3) Includes homes recently developed within the Playa Del Sol community.
Source: KeyAnalytics.

Historical Assessed Value

The following table sets forth the historical assessed values for property subject to the applicable special tax in each of the CFDs for Fiscal Years 2010-11 through 2020-21.

TABLE B-7
COMMUNITY FACILITIES DISTRICT NO. 3
THE SAN YSIDRO SCHOOL DISTRICT
HISTORICAL ASSESSED VALUE

Fiscal Year	*CFD No. 1*[(1)]	*CFD No. 2*	*CFD No. 3*	*Total*	*% Change*
2010-11	$138,254,192	$216,593,014	$450,505,967	$ 805,353,173	N/A
2011-12	140,091,699	229,867,144	538,332,648	908,291,491	12.78%
2012-13	141,339,869	226,027,098	568,171,457	935,538,424	3.00
2013-14	144,893,172	229,975,398	574,547,200	949,415,770	1.48
2014-15	151,859,697	254,847,657	625,465,120	1,032,172,474	8.72
2015-16	160,267,618	275,300,660	657,352,383	1,092,920,661	5.89
2016-17	167,788,499	294,063,082	690,647,025	1,152,498,606	5.45
2017-18	160,848,126	306,092,613	716,120,155	1,183,060,894	2.65
2018-19	169,229,835	321,951,390	803,628,016	1,294,809,241	9.45
2019-20	174,609,824	336,509,487	873,398,736	1,384,518,047	6.93
2020-21	181,861,981	350,087,478	951,015,774	1,482,965,233	7.11

(1) Pursuant to the Rate and Method of Apportionment, the Special Tax shall be levied for a period of 25 years for CFD No. 1. In Fiscal Year 2016/2017, 68 Units completed their 25th year and were no longer subject to the Special Tax, therefore the Assessed Values of these Units was removed beginning in Fiscal Year 2017/2018.

Source: KeyAnalytics.

Historical Development

The following tables set forth the historical development of property within each of the CFDs.

TABLE B-8
COMMUNITY FACILITIES DISTRICT NO. 1
THE SAN YSIDRO SCHOOL DISTRICT
HISTORICAL DEVELOPMENT

Initial Taxed Fiscal Year[(1)]	*Final Fiscal Year Taxed*[(1)]	*Classification*	*Newly Developed Units*	*Cumulative Units*
1992-93	2016-17	Developed Property	68	68
1993-94	2017-18	Developed Property	0	68
1994-95	2018-19	Developed Property	0	68
1995-96	2019-20	Developed Property	0	68
1996-97	2020-21	Developed Property	0	68
1997-98	2021-22	Developed Property	0	68
1998-99	2022-23	Developed Property	152	220
1999-00	2023-24	Developed Property	239	459
2000-01	2024-25	Developed Property	107	566
2001-02	2025-26	Developed Property	1	567
2002-03	2026-27	Developed Property	0	567
2003-04	2027-28	Developed Property	0	567
2004-05	2028-29	Developed Property	0	567
2005-06	2029-30	Developed Property	0	567
2006-07	2030-31	Developed Property	0	567
2007-08	2031-32	Developed Property	0	567
2008-09	2032-33	Developed Property	0	567
2009-10	2033-34	Developed Property	0	567
2010-11	2034-35	Developed Property	0	567
2011-12	2035-36	Developed Property	0	567
2012-13	2036-37	Developed Property	0	567
2013-14	2037-38	Developed Property	0	567
2014-15	2038-39	Developed Property	0	567
2015-16	2039-40	Developed Property	0	567
2016-17	2040-41	Developed Property	0	567
2017-18	2041-42	Developed Property	0	499
2018-19	2042-43	Developed Property	0	499
2019-20	2043-44	Developed Property	0	499
2020-21	2044-45	Developed Property	0	499
Total		**N/A**	**567**	**N/A**

(1) Pursuant to the Rate and Method of Apportionment, parcels shall be subject to the Special Tax for a period not to exceed 25 years. Accordingly, special taxes stopped being levied against 68 units in Fiscal Year 2016-17.

Source: KeyAnalytics.

TABLE B-9
COMMUNITY FACILITIES DISTRICT NO. 2
THE SAN YSIDRO SCHOOL DISTRICT
HISTORICAL DEVELOPMENT

Initial Taxed Fiscal Year[(1)]	*Final Fiscal Year Taxed*[(1)]	*Classification*	*Newly Developed Units*	*Cumulative Units*
2001-02	2030-31	Developed Property	33	33
2002-03	2031-32	Developed Property	19	52
2003-04	2032-33	Developed Property	57	109
2004-05	2033-34	Developed Property	405	514
2005-06	2034-35	Developed Property	363	877
2006-07	2035-36	Developed Property	0	877
2007-08	2036-37	Developed Property	0	877
2008-09	2037-38	Developed Property	0	877
2009-10	2038-39	Developed Property	0	877
2010-11	2039-40	Developed Property	0	877
2011-12	2040-41	Developed Property	0	877
2012-13	2041-42	Developed Property	0	877
2013-14	2042-43	Developed Property	0	877
2014-15	2043-44	Developed Property	0	877
2015-16	2044-45	Developed Property	0	877
2016-17	2045-46	Developed Property	0	877
2017-18	2046-47	Developed Property	0	877
2018-19	2047-48	Developed Property	0	877
2019-20	2048-49	Developed Property	0	877
2020-21	2049-50	Developed Property	0	877
Total		**N/A**	**877**	**N/A**

(1) Pursuant to the Rate and Method of Apportionment, parcels shall be subject to the Special Tax for a period not to exceed 30 years.

Source: KeyAnalytics.

TABLE B-10
COMMUNITY FACILITIES DISTRICT NO. 3
THE SAN YSIDRO SCHOOL DISTRICT
HISTORICAL DEVELOPMENT

Initial Taxed Fiscal Year[(1)]	*Final Fiscal Year Taxed*[(1)]	*Classification*	*Newly Developed Units*	*Cumulative Units*
1999-00	2028-29	Developed Property	242	242
2000-01	2029-30	Developed Property	83	325
2001-02	2030-31	Developed Property	91	416
2002-03	2031-32	Developed Property	118	534
2003-04	2032-33	Developed Property	164	698
2004-05	2033-34	Developed Property	166	864
2005-06	2034-35	Developed Property	69	933
2006-07	2035-36	Developed Property	126	1,059
2007-08	2036-37	Developed Property	51	1,110
2008-09	2037-38	Developed Property	664	1,774
2009-10	2038-39	Developed Property	8	1,782
2010-11	2039-40	Developed Property	16	1,798
2011-12	2040-41	Developed Property	0	1,798
2012-13	2041-42	Developed Property	0	1,798
2013-14	2042-43	Developed Property	0	1,798
2014-15	2043-44	Developed Property	0	1,798
2015-16	2044-45	Developed Property	40	1,838
2016-17	2045-46	Developed Property	0	1,838
2017-18	2046-47	Developed Property	111	1,949
2018-19	2047-48	Developed Property	179	2,128
2019-20	2048-49	Developed Property	81	2,209
2020-21	2049-50	Developed Property	80	2,289
Total		**N/A**	**2,289**	**N/A**

(1) Pursuant to the Rate and Method of Apportionment, parcels shall be subject to the Special Tax for up to 30 fiscal years.

Source: KeyAnalytics.

Special Tax Delinquencies

The following tables set forth the historical special tax delinquencies in each of the CFDs for Fiscal Year 2014-15 through the first installment of Fiscal Year 2020-21.

TABLE B-11
SAN YSIDRO SCHOOL DISTRICT
HISTORICAL DELINQUENCIES
CFD NO. 1

	Subject Fiscal Year						*As of January 25, 2021*	
Fiscal Year	*Aggregate Special Tax*	*Parcels Levied*	*Parcels Delinquent*	*Amount Collected*	*Amount Delinquent*	*Delinquency Rate*	*Remaining Amount Delinquent*	*Remaining Delinquency Rate*
2014-15	$494,927.70	567	5	$492,754.14	$2,173.56	0.44%	$ 0.00	0.00%
2015-16	504,831.16	567	1	504,056.62	774.54	0.15	0.00	0.00
2016-17[(1)]	514,920.56	567	3	513,451.47	1,469.09	0.29	0.00	0.00
2017-18	483,557.10	499	2	481,765.04	1,792.06	0.37	0.00	0.00
2018-19	493,228.44	499	7	488,901.16	4,327.28	0.88	944.16	0.19
2019-20	503,092.52	499	3	500,998.41	2,094.11	0.42	2,714.12	0.54
2020-21[(2)]	513,155.30	499	11	250,461.42	6,116.23	2.38	6,116.23	2.38

(1) Pursuant to the Rate and Method of Apportionment, the Special Tax shall be levied for a period of 25 years. In Fiscal Year 2016/2017 68 Units completed their 25th year and were no longer subject to the Special Tax.
(2) Represents first installment only.
Source: KeyAnalytics.

TABLE B-12
SAN YSIDRO SCHOOL DISTRICT
HISTORICAL DELINQUENCIES
CFD NO. 2

	Subject Fiscal Year						*As of January 25, 2021*	
Fiscal Year	*Aggregate Special Tax*	*Parcels Levied*	*Parcels Delinquent*	*Amount Collected*	*Amount Delinquent*	*Delinquency Rate*	*Remaining Amount Delinquent*	*Remaining Delinquency Rate*
2014-15	$824,691.68	877	2	$801,016.34	$ 947.86	0.11%	$ 0.00	0.00%
2015-16	841,195.94	877	4	823,743.82	2,890.99	0.34	0.00	0.00
2016-17	858,005.64	877	4	855,016.52	2,989.12	0.35	0.00	0.00
2017-18	875,171.38	877	11	867,249.46	7,921.92	0.91	974.60	0.11
2018-19	892,669.22	877	8	887,074.14	5,595.08	0.63	2,485.20	0.28
2019-20	910,522.22	877	7	904,847.79	5,674.43	0.62	3,581.41	0.39
2020-21[(1)]	928,733.28	877	12	458,116.96	6,249.68	1.35	6,249.68	1.35

(1) Represents first installment only.
Source: KeyAnalytics.

TABLE B-13
SAN YSIDRO SCHOOL DISTRICT
HISTORICAL DELINQUENCIES
CFD NO. 3

	Subject Fiscal Year						*As of January 25, 2021*	
Fiscal Year	*Aggregate Special Tax*	*Parcels Levied*	*Parcels Delinquent*	*Amount Collected*	*Amount Delinquent*	*Delinquency Rate*	*Remaining Amount Delinquent*	*Remaining Delinquency Rate*
2014-15	$1,375,747.94	1,156	13	$1,367,237.01	$ 8,510.93	0.62%	$ 0.00	0.00%
2015-16	1,434,815.92	1,196	8	1,429,292.47	5,523.45	0.38	0.00	0.00
2016-17	1,464,176.36	1,197	10	1,457,903.97	6,272.39	0.43	0.00	0.00
2017-18	1,588,947.84	1,414	11	1,580,770.58	8,177.26	0.51	945.38	0.06
2018-19	1,776,275.32	1,414	10	1,769,260.68	7,014.64	0.39	1,087.92	0.06
2019-20	1,885,822.24	1,567	15	1,875,309.03	10,513.21	0.56	4,816.56	0.26
2020-21[(1)]	1,996,861.28	1,642	27	984,994.89	13,435.75	1.35	13,435.75	1.35

(1) Represents first installment only.
Source: KeyAnalytics.

Direct and Overlapping Debt

Each of the CFDs is included within the boundaries of overlapping local agencies providing governmental services, including the District. Some of these local agencies have outstanding bonds, and/or the authority to issue bonds, payable from taxes or assessments. The existing and authorized indebtedness payable from taxes and assessments that may be levied upon the property within each of the CFDs is set forth in the table below. In addition to current debt, new community facilities districts and/or special assessment districts could be formed in the future encompassing all or a portion of the property within the CFDs; and such districts or the agencies that formed them could issue more bonds and levy additional special taxes or assessments. The fiscal year 2020-21 local secured assessed valuations shown in Tables B-14 through B-16 may differ from the fiscal year 2020-21 local secured assessed valuations shown in the other tables in this Appendix B because Tables B-14 through B-16 account for all property within each CFD, whereas the other tables only account for that property that is subject to the applicable special tax. Tables B-14 through B-16 include the 2012 Certificates being prepaid and do not account for the issuance of the CFD No. 3 Bonds, and the Pledge Agreement amendments and Special Tax Pooling Agreement to be executed in connection therewith.

TABLE B-14
SAN YSIDRO SCHOOL DISTRICT
COMMUNITY FACILITIES DISTRICT NO. 1
DIRECT AND OVERLAPPING DEBT

2020-21 Local Secured Assessed Valuation: $181,861,981 (Land and Improvements)

OVERLAPPING TAX AND ASSESSMENT DEBT:	% Applicable	Debt 11/1/20
Metropolitan Water District	0.022%	$ 7,010
Southwestern Community College District	0.284	1,290,556
Sweetwater Union High School District	0.338	1,304,844
San Ysidro School District	2.708	3,984,132 [(1)]
San Ysidro School District Certificates of Participation	14.923	4,703,601 [(2)]
Sweetwater Union High School District Community Facilities District No. 8	100.000	469,277
TOTAL OVERLAPPING TAX AND ASSESSMENT DEBT		$11,759,420
OVERLAPPING GENERAL FUND DEBT:		
San Diego County General Fund Obligations	0.031%	$ 67,115
San Diego County Pension Obligation Bonds	0.031	123,036
San Diego County Superintendent of Schools Obligations	0.031	2,875
Southwestern Community College District General Fund Obligations	0.284	1,394
Sweetwater Union High School District Certificates of Participation	0.338	123,259
San Ysidro School District Qualified Zone Academy Bonds (QZABs)	2.708	135,415
City of San Diego General Fund Obligations	0.065	315,774
TOTAL OVERLAPPING GENERAL FUND DEBT		$768,868
COMBINED TOTAL DEBT		$12,528,288 [(3)]

Ratios to 2020-21 Assessed Valuation:
Total Overlapping Tax and Assessment Debt.....6.47%
Combined Total Debt.....6.89%

(1) Excludes accreted interest on capital appreciation bonds.
(2) Represents payments that CFD No. 1 has covenanted to make in connection with the 2012 Certificates, the 2015 Certificates and the 2016 Certificates. Does not reflect the execution and delivery of the Certificates.
(3) Excludes tax and revenue anticipation notes, enterprise revenue, mortgage revenue and tax allocation bonds and non-bonded capital lease obligations. Qualified Zone Academy Bonds are included based on principal due at maturity.

Source: KeyAnalytics

TABLE B-15
SAN YSIDRO SCHOOL DISTRICT
COMMUNITY FACILITIES DISTRICT NO. 2
DIRECT AND OVERLAPPING DEBT

2020-21 Local Secured Assessed Valuation: $350,087,478 (Land and Improvements)

OVERLAPPING TAX AND ASSESSMENT DEBT:	% Applicable	Debt 11/1/20
Metropolitan Water District	0.057%	$ 18,227
Southwestern Community College District	0.547	2,480,095
Sweetwater Union High School District	0.650	2,507,554
San Ysidro School District	5.205	7,656,414 (1)
San Ysidro School District Certificates of Participation	27.008	8,512,805 (2)
Sweetwater Union High School District Community Facilities District No. 10	23.884	931,597
TOTAL OVERLAPPING TAX AND ASSESSMENT DEBT		$22,106,692
OVERLAPPING GENERAL FUND DEBT:		
San Diego County General Fund Obligations	0.059%	$ 128,977
San Diego County Pension Obligation Bonds	0.059	236,441
San Diego County Superintendent of Schools Obligations	0.059	5,525
Southwestern Community College District General Fund Obligations	0.547	2,679
Sweetwater Union High School District Certificates of Participation	0.650	236,869
San Ysidro School District Qualified Zone Academy Bonds (QZABs)	5.205	260,230
City of San Diego General Fund Obligations	0.124	606,831
TOTAL OVERLAPPING GENERAL FUND DEBT		$1,477,552
COMBINED TOTAL DEBT		$23,584,244 (3)

Ratios to 2020-21 Assessed Valuation:
Total Overlapping Tax and Assessment Debt.....6.31%
Combined Total Debt.....6.74%

(1) Excludes accreted interest on capital appreciation bonds.
(2) Represents payments that CFD No. 2 has covenanted to make in connection with the 2012 Certificates, the 2015 Certificates and the 2016 Certificates. Does not reflect the execution and delivery of the Certificates.
(3) Excludes tax and revenue anticipation notes, enterprise revenue, mortgage revenue and tax allocation bonds and non-bonded capital lease obligations. Qualified Zone Academy Bonds are included based on principal due at maturity.

Source: KeyAnalytics

TABLE B-16
SAN YSIDRO SCHOOL DISTRICT
COMMUNITY FACILITIES DISTRICT NO. 3
DIRECT AND OVERLAPPING DEBT

2020-21 Local Secured Assessed Valuation: $1,082,140,211 (Land and Improvements)

OVERLAPPING TAX AND ASSESSMENT DEBT:	% Applicable	Debt 11/1/20
Metropolitan Water District	0.033%	$ 10,559
Southwestern Community College District	1.689	7,661,922
Sweetwater Union High School District	2.007	7,746,751
San Ysidro School District	16.079	23,653,465 (1)
San Ysidro School District Certificates of Participation	58.069	18,303,308 (2)
Sweetwater Union High School District Community Facilities District No. 9	77.187	1,787,591
TOTAL OVERLAPPING TAX AND ASSESSMENT DEBT		$59,163,596
OVERLAPPING GENERAL FUND DEBT:		
San Diego County General Fund Obligations	0.183%	$ 398,456
San Diego County Pension Obligations	0.183	730,453
San Diego County Superintendent of Schools Obligations	0.183	17,069
Southwestern Community College District General Fund Obligations	1.689	8,275
Sweetwater Union High School District Certificates of Participation	2.007	731,776
San Ysidro School District Qualified Zone Academy Bonds (QZABs)	16.079	803,947
City of San Diego General Fund Obligations	0.383	1,874,723
TOTAL OVERLAPPING GENERAL FUND DEBT		$4,564,699
GROSS COMBINED TOTAL DEBT		$63,728,295 (3)

Ratios to 2020-21 Assessed Valuation:
Total Overlapping Tax and Assessment Debt.....5.47%
Combined Total Debt.....5.89%

(1) Excludes accreted interest on capital appreciation bonds.
(2) Represents payments that CFD No. 3 has covenanted to make in connection with the 2012 Certificates, the 2015 Certificates and the 2016 Certificates. Does not reflect the execution and delivery of the Certificates.
(3) Excludes tax and revenue anticipation notes, enterprise revenue, mortgage revenue and non-bonded capital lease obligations. Qualified Zone Academy Bonds are included based on principal due at maturity.

Source: KeyAnalytics.

Value-to-Lien Ratios

Table B-17 below sets forth the assessed value-to-lien ratios of the Taxable Property within each of the CFDs based on the Fiscal Year 2020-21 assessed values and the principal amount of Certificates and the outstanding overlapping tax and assessment debt shown under the caption "—Direct and Overlapping Debt."

Table B-18 below sets forth the assessed value-to-lien ratios of the Taxable Property by property owner within the CFDs in the aggregate based on the Fiscal Year 2020-21 assessed values and the principal amount of Certificates and the outstanding overlapping tax and assessment debt shown under the caption "—Direct and Overlapping Debt."

Table B-19 below sets forth the estimated assessed value-to-lien ratios for Taxable Property within the CFDs in the aggregate by various ranges based upon the principal amount of the principal amount of Certificates and the outstanding overlapping tax and assessment debt shown under the caption "—Direct and Overlapping Debt."

Tables B-17 through B-19 reflect Developed Property only and the total assessed value may thus differ from other tables within this Appendix B.

TABLE B-17
SAN YSIDRO SCHOOL DISTRICT
COMMUNITY FACILITIES DISTRICTS
ASSESSED VALUE-TO-LIEN STRATIFICATION
LEVIED IN FISCAL YEAR 2021-22

CFD	*Number of Parcels*[1]	*Special Tax Levy*	*Assessed Value*[1]	*2015 & 2016 Certificates of Participation*[2]	*CFD No. 3 Special Tax Bonds*[2][3]*	*Overlapping Debt*[4]	*Combined Overlapping Liens**	*Combined Value-to-Lien Ratio*[5] *
CFD No. 1	499	$ 513,155	$ 181,861,981	$ 759,705	$ 504,080	$ 7,824,687	$ 9,088,472	20.01:1
CFD No. 2	877	928,733	350,087,478	5,523,785	3,665,149	15,071,439	24,260,373	14.43:1
CFD No. 3	1,648[6]	1,996,861	943,023,415	15,441,511	10,245,771	39,815,091	65,502,373	14.40:1
Total	**3,024**	**$ 3,438,750**	**$ 1,474,972,874**	**$ 21,725,000**	**$ 14,415,000**	**$ 62,711,217**	**$ 98,851,217**	**14.92:1**

* *Preliminary, subject to change.*
(1) Source: San Diego County Assessor. Reflects Developed Property only.
(2) The Special Tax Bonds of CFD No. 3 and the 2015 Certificates and the 2016 Certificates have been allocated based on the total remaining Special Tax expected to be levied on each parcel classified as Developed Property through the termination of the Special Tax as outlined in the Rate and Method of Apportionment for each of the CFDs.
(3) Reflects the CFD No. 3 Bonds.
(4) Includes the other direct and overlapping tax and assessment debt shown in Tables B-14, B-15 and B-16.
(5) Ratio calculated by dividing the Total Appraised Value column by the allocated portion of the Bonds Outstanding Column.
(6) Differs from prior tables because the 641 Apartment Units are located on only 2 parcels and 3 Single Family Dwelling Units are located on 1 parcel.
Source: KeyAnalytics.

TABLE B-18
SAN YSIDRO SCHOOL DISTRICT
COMMUNITY FACILITIES DISTRICTS
ASSESSED VALUE-TO-LIEN RATIOS FOR TAXABLE PARCELS
LEVIED IN FISCAL YEAR 2021-22

Owner	*Number of Taxable Units*	*Fiscal Year 2020-21 Special Tax Levy*	*Percent of Special Tax Levy*	*2015 & 2016 Certificates of Participation*[1]	*CFD No. 3 Special Tax Bonds*[1][2] *	*Overlapping Debt*[3]	*Combined Overlapping Liens* *	*Total Assessed Value*[4]	*Assessed Value-to-Lien Ratio*[5] *
Community Facilities District No. 1									
2018-4 I H Borrower LP	3	$ 3,158	0.62%	$ 4,379	$ 2,906	$ 59,840	$ 67,125	$ 1,412,571	21.04:1
Individual Owner of One Unit	496	509,997	99.38	755,325	501,174	7,764,847	9,021,347	180,449,410	20.00:1
Subtotal	499	$ 513,155	100.00%	$ 759,705	$ 504,080	$ 7,824,687	$ 9,088,472	$ 181,861,981	20.01:1
Community Facilities District No. 2									
Individual Owner of Two Units	18	$ 18,949	2.04%	$ 111,465	$ 73,959	$ 282,233	$ 467,657	$ 6,537,634	13.98:1
Individual Owner of One Unit	859	909,784	97.96	5,412,320	3,591,189	14,789,206	23,792,715	343,549,844	14.44:1
Subtotal	877	$ 928,733	100.00%	$ 5,523,785	$ 3,665,149	$ 15,071,439	$ 24,260,373	$ 350,087,478	14.43:1
Community Facilities District No. 3									
Greenfield Otay LP	644	$ 443,628	22.22%	$ 3,472,179	$ 2,303,865	$ 6,730,977	$ 12,507,021	$ 166,917,865	13.35:1
Pardee Homes[6]	88	81,179	4.07	1,172,881	778,231	614,422	2,565,535	11,748,330	4.58:1
Hsieh Peter & Judy Family Trust 06-17-05	3	3,343	0.17	15,984	10,606	76,475	103,065	1,807,750	17.54:1
Chen Liming & Jiang Hong	3	2,997	0.15	29,321	19,455	54,469	103,246	1,259,557	12.20:1
Individual Owner of Two Units	26	26,154	1.31	168,997	112,133	596,054	877,184	14,092,162	16.07:1
Individual Owner of One Unit	1,525	1,439,561	72.09	10,582,149	7,021,481	31,742,693	49,346,323	747,197,751	15.14:1
Subtotal	1,648[7]	$ 1,996,861	100.00%	$ 15,441,511	$ 10,245,771	$ 39,815,091	$ 65,502,373	$ 943,023,415	14.40:1
Total	**3,024**	**$ 3,438,750**	**NA**	**$ 21,725,000**	**$ 14,415,000**	**$ 62,711,217**	**$ 98,851,217**	**$ 1,474,972,874**	**14.92:1**

* *Preliminary, subject to change.*

(1) Debt has been allocated based on the total remaining term of the Special Tax.

(2) Reflects the CFD No. 3 Bonds, which have been allocated between the CFDs based on the proportional share of the Special Tax Levy.

(3) Includes the other direct and overlapping tax and assessment debt shown in Tables B-14, B-15 and B-16.

(4) Source: San Diego County Assessor. Reflects Developed Property only.

(5) Ratio calculated by dividing the Total Assessed Value column by the allocated portion of the Combined Overlapping Liens column.

(6) Parcels recently developed and owned by Pardee Homes within its Playa Del Sol Community. As of January 1, 2021, 45 of these parcels had been transferred to individual owners. Pardee Homes is in the process of developing and selling the remaining 43 lots, and the District expects that such lots will be transferred to individual owners in the near future.

(7) Differs from prior tables because the 641 Apartment Units are located on only 2 parcels and 3 Single Family Dwelling Units are located on 1 parcel.

Source: KeyAnalytics.

TABLE B-19
SAN YSIDRO SCHOOL DISTRICT
COMMUNITY FACILITIES DISTRICTS
ASSESSED VALUE-TO-LIEN STRATIFICATION
LEVIED IN FISCAL YEAR 2021-22

Value-to-Lien Category	*Number of Parcels*[1]	*Assessed Value*[1]	*Combined Overlapping Liens*[2][3]*	*Combined Value-to-Lien Ratio*[4] *	*Fiscal Year 2021-22 Special Tax Levy*	*% Share of Special Tax*
15.00:1 and above	2,366	$ 1,259,721,729	$ 77,499,870	16.25:1	$ 2,807,454	81.64%
10.00:1 to 15.00:1	489	186,210,804	16,537,659	11.26:1	471,346	13.71
7.50:1 to 10.00:1	65	16,865,371	1,925,652	8.76:1	63,983	1.86
5.00:1 to 7.50:1	47	9,387,121	1,446,317	6.49:1	43,449	1.26
3:00:1 to 5.00:1	1	47,048	11,302	4.16:1	913	0.03
3.00:1 and below[5]	56	2,740,801	1,430,417	1.92:1	51,605	1.50
Total	**3,024**[6]	**$ 1,474,972,874**	**$ 98,851,217**	**14.92:1**	**$ 3,438,750**	**100.00%**

* *Preliminary, subject to change.*

(1) Source: San Diego County Assessor. Reflects Developed Property only.

(2) Includes the CFD No. 3 Bonds and other direct and overlapping tax and assessment debt shown in Tables B-14, B-15 and B-16.

(3) The Special Tax Bonds of CFD No. 3 and the 2015 & 2016 Certificates of Participation have been allocated based on the total remaining Special Tax expected to be levied on each parcel classified as Developed Property through the termination of the Special Tax as outlined in the Rate and Method of Apportionment for each CFD.

(4) Ratio calculated by dividing the Total Appraised Value column by the allocated portion of the Bonds Outstanding Column.

(5) All the parcels with a Value-to-Lien Ratio below 3:00:1 are owned by Pardee and have been recently classified as Developed Property.

(6) Differs from prior tables because the 641 Apartment Units are located on only 2 parcels and 3 Single Family Dwelling Units are located on 1 parcel.

Source: KeyAnalytics.

Table B-20 below sets forth the aggregate special tax burden by owner for all Taxable Property within the CFDs for fiscal year 2020-21.

TABLE B-20
SAN YSIDRO SCHOOL DISTRICT
COMMUNITY FACILITIES DISTRICTS
AGGREGATE FISCAL YEAR 2020-21 SPECIAL TAX LEVY BY OWNER

Property Owner	*No. of Units*	*Special Tax Levy*	*% of Special Tax Levy*
Individual Owner of One Unit	2,880	$ 2,859,341.78	83.15%
Individual Owner of Two Units	44	45,103.72	1.31
Individual Owner of Three Units	9	9,497.88	0.28
Greenfield Otay LP[(1)]	644	443,627.52	12.90
Pardee Homes[(2)]	88	81,178.96	2.36
Total	**3,665**	**$ 3,438,749.86**	**100.00%**

(1) Represents Multi-Family Attached Apartments (Greenfield Village Apartments).
(2) Includes homes recently developed within the Playa Del Sol community.
Source: KeyAnalytics.

Median Effective Tax Burden

Tables B-21 through B-23 below describe the estimated Fiscal Year 2020-21 effective tax burden for a median single family residential property classified as developed property within each of the CFDs based on the estimated charges for Fiscal Year 2020-21. Estimates of annual property taxes do not include any new special financing district fees, assessments, and/or special taxes imposed by the state, county, or local agencies that are yet to be established or any future annexation into existing special financing districts required by conditions for approval of development or any other imposed requirement. Information contained within is based upon records and official documents provided by various governmental agencies and third-party sources.

TABLE B-21
SAN YSIDRO SCHOOL DISTRICT
COMMUNITY FACILITIES DISTRICT NO. 1
EFFECTIVE TAX BURDEN FOR A MEDIAN ASSESSED VALUE FOR DEVELOPED PROPERTY

Property Value		**$ 352,425.00**
LESS Homeowner's Exemption		(7,000.00)
Net Property Value		**$ 345,425.00**
***Ad Valorem* Property Taxes**		**$ 4,254.60**
General Purpose	1.00000%	3,454.23
San Ysidro School District	0.14649	506.01
Sweetwater Union High School District	0.04880	168.56
Southwestern Community College District	0.02792	96.44
Metropolitan Water District	0.00350	12.09
San Diego City Zoological	0.00500	17.27
Assessments, Special Taxes and Parcel Charges		**$ 1,656.98**
San Ysidro School District CFD No. 1		1,011.22
Sweetwater Union High School District CFD No. 8		409.56
Vector Disease Control		8.36
MWD Water Standby Charge		11.50
Coral Gate Maintenance		203.34
CWA Water Availably		10.00
Mosquito Surveillance		3.00
Total Property Taxes		**$ 5,911.58**
Percent of Property Taxes to Property Value		**1.67740%**

Source: San Diego County Tax Collector.

TABLE B-22
SAN YSIDRO SCHOOL DISTRICT
COMMUNITY FACILITIES DISTRICT NO. 2
EFFECTIVE TAX BURDEN FOR A MEDIAN ASSESSED VALUE FOR DEVELOPED PROPERTY

Property Value		**$ 385,000.00**
LESS Homeowner's Exemption		(7,000.00)
Net Property Value		**$ 378,000.00**
***Ad Valorem* Property Taxes**		**$ 4,655.86**
General Purpose	1.00000%	3,780.00
San Ysidro School District	0.14649	553.73
Sweetwater Union High School District	0.04880	184.46
Southwestern Community College District	0.02792	105.54
Metropolitan Water District	0.00350	13.23
San Diego City Zoological	0.00500	18.90
Assessments, Special Taxes and Parcel Charges		**$ 1,401.20**
San Ysidro School District CFD No. 2		1,034.24
Sweetwater Union High School District CFD No. 10		336.60
Vector Disease Control		5.86
MWD Water Standby Charge		11.50
CWA Water Availably		10.00
Mosquito Surveillance		3.00
Total Property Taxes		**$ 6,057.06**
Percent of Property Taxes to Property Value		**1.57326%**

Source: San Diego County Tax Collector.

TABLE B-23
SAN YSIDRO SCHOOL DISTRICT
COMMUNITY FACILITIES DISTRICT NO. 3
EFFECTIVE TAX BURDEN FOR A MEDIAN ASSESSED VALUE FOR DEVELOPED PROPERTY

Property Value		**$ 518,089.00**
LESS Homeowner's Exemption		(7,000.00)
Net Property Value		**$ 511,089.00**
***Ad Valorem* Property Taxes**		**$ 6,295.12**
General Purpose	1.00000%	5,110.86
San Ysidro School District	0.14649	748.71
Sweetwater Union High School District	0.04880	249.41
Southwestern Community College District	0.02792	142.70
Metropolitan Water District	0.00350	17.89
San Diego City Zoological	0.00500	25.55
Assessments, Special Taxes and Parcel Charges		**$ 1,727.66**
San Ysidro School District CFD No. 3		999.30
Sweetwater Union High School District CFD No. 9		600.50
Vector Disease Control		8.36
MWD Water Standby Charge		11.50
Remington Hills Main		95.00
CWA Water Availably		10.00
Mosquito Surveillance		3.00
Total Property Taxes		**$ 8,022.78**
Percent of Property Taxes to Property Value		**1.54853%**

Source: San Diego County Tax Collector.

APPENDIX C

INFORMATION CONCERNING THE CITY OF SAN DIEGO AND COUNTY OF SAN DIEGO

The following information concerning the City of San Diego and the County of San Diego is presented as general background data. The Certificates are not an obligation of the City of San Diego, the County of San Diego, the State of California or any of its political subdivisions, and neither the City, the County, the State nor any of its political subdivisions is liable therefor.

The COVID-19 outbreak is ongoing, and the duration and severity of the outbreak, and the economic and other impacts of actions that may be taken by governmental authorities to contain the outbreak or to treat its impact, are developing and uncertain. The information set forth in this Appendix C predates the outbreak of the COVID-19 pandemic and should not be relied upon as representative of the current economic and demographic information within the District.

Population

The following table provides a comparison of population growth for the City and the County between 2016 and 2020.

TABLE NO. C-1
POPULATION
2016 - 2020

Year (January 1)	*City of San Diego*	*San Diego County*
2016	1,388,101	3,287,279
2017	1,396,510	3,309,626
2018	1,414,373	3,333,128
2019	1,428,600	3,340,312
2020	1,430,489	3,343,355

Source: California State Department of Finance, Demographic Research Unit. May 1, 2020.

Employment and Industry

The following table summarizes the civilian labor force, civilian employment and civilian unemployment figures over the period from 2015 through 2019 in the City, the County, the State of California and the United States.

TABLE NO. C-2
City of San Diego, County of San Diego, State of California and United States
Labor Force, Employment and Unemployment
Yearly Average

Year and Area	*Civilian Labor Force*	*Civilian Employment*[1]	*Civilian Unemployment*[2]	*Civilian Unemployment Rate*[3]
2015				
City of San Diego	695,000	660,600	34,400	4.9%
San Diego County	1,548,600	1,468,100	80,500	5.2
California	18,896,500	17,724,800	1,171,700	6.2
United States[4]	157,130,000	148,834,000	8,296,000	5.3
2016				
City of San Diego	704,200	672,000	33,200	4.6%
San Diego County	1,563,000	1,489,100	73,900	4.7
California	19,093,700	18,048,800	1,044,800	5.5
United States[4]	159,187,000	151,436,000	7,751,000	4.9
2017				
City of San Diego	711,000	683,400	27,700	3.9%
San Diego County	1,572,800	1,509,600	63,200	4.0
California	19,312,000	18,393,100	918,900	4.8
United States[4]	160,320,000	153,337,000	6,982,000	4.4
2018				
City of San Diego	717,100	693,700	23,400	3.3%
San Diego County	1,581,500	1,528,100	53,500	3.4
California	19,398,200	18,582,800	815,400	4.2
United States[4]	162,075,000	155,761,000	6,314,000	3.9
2019				
City of San Diego	721,000	699,100	21,900	3.0%
San Diego County	1,590,600	1,539,900	50,700	3.2
California	19,411,600	18,627,400	784,200	4.0
United States[4]	163,539,000	157,538,000	6,001,000	3.7

Note: Data is not seasonally adjusted.
(1) Includes persons involved in labor-management trade disputes.
(2) Includes all persons without jobs who are actively seeking work.
(3) The unemployment rate is computed from unrounded data; therefore, it may differ from rates computed from rounded figures in this table.
(4) Not strictly comparable with data for prior years.
Source: California Employment Development Department, March 2019 Benchmark and U.S. Department of Labor, Bureau of Labor Statistics.

The following table sets forth the industry employment and the labor force estimates for the years 2015 through 2019 for the San Diego-Carlsbad MSA. Annual industry employment information is not compiled by sector for the City.

TABLE C-3
SAN DIEGO CARLSBAD MSA
INDUSTRY EMPLOYMENT & LABOR FORCE - BY ANNUAL AVERAGE
2015 through 2019

	2015	*2016*	*2017*	*2018*	*2019*
Civilian Labor Force	1,548,600	1,563,000	1,572,800	1,581,500	1,590,600
Civilian Employment	1,468,100	1,489,100	1,509,600	1,528,100	1,539,900
Civilian Unemployment	80,500	73,900	63,200	53,500	50,700
Civilian Unemployment Rate	5.2%	4.7%	4.0%	3.4%	3.2%
Total Farm	9,100	8,900	8,700	9,300	9,600
Total Nonfarm	1,384,800	1,422,600	1,452,200	1,482,200	1,503,900
Total Private	1,148,700	1,180,300	1,205,900	1,234,100	1,254,200
Goods Producing	176,800	185,000	189,200	196,400	199,500
Mining & Logging	300	300	300	400	400
Construction	69,900	76,300	79,500	83,700	84,000
Manufacturing	106,600	108,400	109,400	112,300	115,100
Service Providing	1,208,000	1,237,600	1,263,000	1,285,800	1,304,400
Trade, Transportation & Utilities	219,300	220,900	224,700	225,100	224,000
Wholesale Trade	44,100	43,700	43,800	43,800	44,200
Retail Trade	146,800	147,500	149,000	148,000	145,400
Transportation, Warehousing & Utilities	28,400	29,700	32,000	33,300	34,400
Information	23,400	23,200	23,400	23,600	23,500
Financial Activities	71,400	73,000	74,600	76,000	76,400
Professional & Business Services	229,500	234,700	239,000	248,900	256,600
Educational & Health Services	192,700	198,700	204,300	208,900	216,000
Leisure & Hospitality	182,400	190,400	195,600	199,600	202,400
Other Services	53,200	54,400	55,000	55,500	55,800
Government	236,200	242,200	246,300	248,100	249,600
Total, All Industries	1,393,900	1,431,500	1,460,900	1,491,400	1,513,500

Note: Does not include proprietors, self-employed, unpaid volunteers or family workers, domestic workers in households and persons involved in labor-management trade disputes. Employment reported by place of work. Items may not add to total due to independent rounding. The "Total, All Industries" data is not directly comparable to the employment data found in this Appendix C.

Source: State of California, Employment Development Department, *San Diego Carlsbad MSA (San Diego County) Industry Employment & Labor Force - by Annual Average, March 2019 Benchmark.*

The following table lists the principal employers operating within the City and their respective number of employees as of June 30, 2019:

TABLE NO. C-4
PRINCIPAL EMPLOYERS IN CITY OF SAN DIEGO
JUNE 30, 2019

Employer	*No. of Employees*	*Type of Business/Product*
Naval Base San Diego	41,607	Government
University of California, San Diego	38,749	Education
Sharp Health Care	18,736	Healthcare
County of San Diego	18,606	Government
San Diego Unified School District	12,996	Education
Scripps Health	12,348	Healthcare
City of San Diego	11,598	Government
Qualcomm Inc.	10,300	Technology
San Diego Community College District	6,246	Education
Kaiser Permanente	5,349	Healthcare

Source: City of San Diego, Comprehensive Annual Financial Report for the fiscal year ended June 30, 2019.

Income

The following table summarizes per capita personal income for the County, the State and the United States for the past 10 years that data is currently available.

TABLE C-5
PER CAPITA PERSONAL INCOME
2009 through 2018
San Diego County, the State of California, and the United States

Year	*San Diego County*	*State of California*	*United States*
2009	$43,080	$42,044	$39,284
2010	44,137	43,634	40,546
2011	46,528	46,170	42,735
2012	48,302	48,798	44,599
2013	49,559	49,277	44,851
2014	52,214	52,324	47,058
2015	54,801	55,758	48,978
2016	56,322	57,739	49,870
2017	58,097	60,156	51,885
2018	61,386	63,557	54,446

Note: Per capita personal income is the total personal income divided by the total mid-year population estimates of the U.S. Bureau of the Census. Last updated: November 14, 2019 – new statistics for 2018; revised statistics for 1969 - 2017. Estimates for 2010 – 2018 reflect county population estimates available as of March 2019.
All dollar estimates are in current dollars (not adjusted for inflation).
Source: U.S. Department of Commerce, Bureau of Economic Analysis.

Commercial Activity

The following table sets forth taxable transactions in the City for calendar years 2015 through 2019.

TABLE C-6
CITY OF SAN DIEGO
TAXABLE TRANSACTIONS
Calendar Years 2015 through 2019[(1)]
(In Thousands)

	2015	*2016*	*2017*	*2018*	*2019*
Retail and Food Services					
Apparel	$ 1,876,406	$ 1,849,752	$ 1,884,703	$ 1,932,777	$ 1,926,763
General Merchandise	1,685,705	1,629,376	1,633,756	1,710,621	1,721,868
Food	1,054,381	1,045,178	1,078,711	1,125,759	1,140,265
Eating and Drinking	3,871,361	4,133,095	4,307,507	4,466,904	4,702,890
Home Furnishings and Appliances	1,226,012	1,227,499	1,140,892	1,163,314	1,131,199
Building Materials	957,041	1,008,705	1,041,763	1,081,396	1,090,320
Motor Vehicles and Parts	2,580,830	2,734,187	2,747,732	2,873,480	2,875,587
Service Stations	1,662,826	1,437,892	1,571,570	1,782,322	1,735,124
Other Retail Stores	1,714,791	1,749,474	1,782,546	1,836,103	1,901,443
Total Retail and Food Services	$16,629,356	$16,815,163	$17,189,186	$17,972,680	$18,225,468
All Other Outlets	6,056,004	6,407,062	6,566,238	6,999,132	7,302,084
TOTAL ALL OUTLETS[(1)]	$22,685,360	$23,222,225	$23,755,424	$24,971,813	$25,527,552

(1) Columns may not sum to totals due to rounding.
Source: California Department of Tax and Fee Administration ("CDTFA"), CDTFA Open Data Portal 2015-2019.

Building Activity

The following table summarizes building activity valuations for the City for the years 2014 through 2018.

TABLE NO. C-7
CITY OF SAN DIEGO
BUILDING ACTIVITY AND VALUATION
2015-2019
(Dollars in Thousands)

	2015	*2016*	*2017*	*2018*	*2019*
Valuation					
Residential	$1,415,107	$1,354,480	$1,164,181	$1,062,683	$ 932,823
Non-Residential	1,353,053	1,224,465	1,496,960	1,247,164	1,342,126
Total	$2,768,160	$2,578,945	$2,661,141	$2,309,847	$2,274,949
Units					
Single Family	1,306	882	1,096	724	798
Multiple Family	5,097	5,154	4,134	3,561	2,791
Total	6,403	6,036	5,230	4,285	3,589

Note: Columns may not sum to totals due to rounding.
Source: Construction Industry Research Board.

APPENDIX D

PROPOSED FORM OF OPINION OF SPECIAL COUNSEL

_____, 2021

Honorable Members of the Board of Education
San Ysidro School District
San Ysidro, California

Re: $_____ San Ysidro School District
2021 Certificates of Participation

Dear Honorable Members of the Board of Education:

We have reviewed the Constitution and the laws of the State of California and certain proceedings taken by the San Ysidro School District (the "District") in connection with the authorization, execution and delivery by the District of that certain Lease Agreement, dated as of _____ 1, 2021 (the "Lease"), by and between the San Ysidro Public Schools Finance Corporation (the "Corporation") and the District. We have also reviewed that certain Trust Agreement, dated as of _____ 1, 2021 (the "Trust Agreement"), by and among U.S. Bank National Association, as trustee (the "Trustee"), the Corporation and the District. All capitalized terms used herein shall have the meaning given them in the Trust Agreement unless otherwise defined.

Pursuant to the Trust Agreement, the Trustee will execute and deliver the $_____ San Ysidro School District 2021 Certificates of Participation (the "Certificates") evidencing undivided proportionate interests of the owners of the Certificates in lease payments (the "Lease Payments") to be made by the District pursuant to the Lease. Pursuant to that certain Assignment Agreement, dated as of _____ 1, 2021 (the "Assignment Agreement"), the Corporation has assigned to the Trustee the Corporation's right to receive Lease Payments and certain other amounts paid by the District under the Lease.

The Certificates are dated their date of delivery. The Certificates mature on the dates and in the amounts set forth in the Trust Agreement. Interest due with respect to the Certificates is payable on the dates and at the rates per annum set forth in the Trust Agreement. The Certificates are registered Certificates in the form set forth in the Trust Agreement and are subject to optional, extraordinary and mandatory prepayment prior to maturity in the manner and upon the terms set forth in the Trust Agreement.

In rendering the opinions set forth below, we have examined certified copies of the proceedings of the District and the Corporation, and other information submitted to us relative to the execution and delivery of the Certificates. We have examined originals, or copies identified to our satisfaction as being true copies, of the Trust Agreement, the Lease, the Tax Certificate relating to the Certificates, the resolutions of the District and the Corporation adopted with respect to the Certificates, and such other documents, agreements, opinions and matters as we have considered necessary or appropriate under the circumstances to render the opinions set forth herein.

We have assumed the genuineness of all documents and signatures presented to us, the authenticity of documents submitted as originals and the conformity to originals of documents submitted as copies. We have not undertaken to verify independently, and have assumed, the accuracy of the factual matters represented, warranted or certified in the documents, and of the legal conclusions contained in the opinions referred to in the preceding paragraph of this opinion. Furthermore, we have assumed compliance with all covenants and agreements contained in the Trust Agreement, the Lease and the Tax Certificate, including (without limitation) covenants and agreements compliance with which is necessary to assure that future actions, omissions or events

will not cause the interest due with respect to the Certificates to be included in gross income for federal income tax purposes.

Based upon our examination of the foregoing, and in reliance thereon and on all matters of fact as we deem relevant under the circumstances, and upon consideration of applicable laws, we are of the opinion that:

(1) The obligation of the District to pay Lease Payments in accordance with the terms of the Lease is a valid and binding obligation payable from the funds of the District lawfully available therefor, except as the same may be limited by bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or other laws relating to or affecting generally the enforcement of creditors' rights, by equitable principles, by the exercise of judicial discretion in appropriate cases and by the limitations on legal remedies against school districts in the State of California. The obligation of the District to make Lease Payments under the Lease does not constitute a debt of the District, the State of California or any political subdivision thereof within the meaning of any statutory or constitutional debt limitation or restriction and does not constitute a pledge of the faith and credit or taxing power of the District, the State of California or any political subdivision thereof.

(2) The Lease and the Trust Agreement have been duly authorized, executed and delivered by the District and constitute valid and legally binding agreements of the District enforceable against the District in accordance with their terms, except as the same may be limited by bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or other laws relating to or affecting generally the enforcement of creditors' rights, by equitable principles, by the exercise of judicial discretion in appropriate cases and by the limitations on legal remedies against school districts in the State of California, except that we express no opinion as to any provisions in the Lease or the Trust Agreement with respect to indemnification, penalty, contribution, choice of law, choice of forum or waiver provisions contained therein.

(3) Under existing statutes, regulations, rulings and judicial decisions, interest (and original issue discount) with respect to the Certificates is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of calculating the federal alternative minimum tax imposed on individuals.

(4) Interest (and original issue discount) with respect to the Certificates is exempt from personal income taxes imposed in the State of California.

(5) The difference between the issue price of a Certificate (the first price at which a substantial amount of the Certificates of a maturity is to be sold to the public) and the stated payment price at maturity with respect to such Certificate constitutes original issue discount. Original issue discount accrues under a constant yield method, and original issue discount will accrue to a Certificate owner before receipt of cash attributable to such excludable income. The amount of original issue discount deemed received by a Certificate owner will increase the Certificate owner's basis in the applicable Certificate. Original issue discount that accrues for the Certificate owner is excluded from the gross income of such owner for federal income tax purposes, is not an item of tax preference for purposes of calculating the federal alternative minimum tax imposed on individuals and is exempt from State of California personal income tax.

(6) The amount by which a Certificate owner's original basis for determining loss on sale or exchange in the applicable Certificate (generally, the purchase price) exceeds the amount payable on maturity (or on an earlier call date) constitutes amortizable Certificate premium, which must be amortized under Section 171 of the Internal Revenue Code of 1986, as amended (the "Code"); such amortizable Certificate premium reduces the Certificate owner's basis in the applicable Certificate (and the amount of tax-exempt interest received), and is not deductible for federal income tax purposes. The basis reduction as a result of the amortization of Certificate premium may result in a Certificate owner realizing a taxable gain when a Certificate is sold by the owner for an amount equal to or less (under certain circumstances) than the original cost of the Certificate to the owner.

The opinions expressed in paragraphs (3) and (5) above as to the exclusion from gross income for federal income tax purposes of interest (and original issue discount) with respect to the Certificates are subject to the condition that the District complies with all requirements of the Code that must be satisfied subsequent to the execution and delivery of the Certificates to assure that such interest (and original issue discount) will not become includable in gross income for federal income tax purposes. Failure to comply with such requirements of the Code might cause interest (and original issue discount) with respect to the Certificates to be included in gross income for federal income tax purposes retroactive to the date of delivery of the Certificates. The District has covenanted to comply with all such requirements. Except as set forth in paragraphs (3), (4), (5) and (6) above, we express no opinion as to any tax consequences related to the Certificates.

Certain agreements, requirements and procedures contained or referred to in the Trust Agreement, the Lease and the Tax Certificate executed by the District and other documents related to the Certificates may be changed and certain actions may be taken or omitted, under the circumstances and subject to the terms and conditions set forth in such documents, upon the advice or with the approving opinion of counsel nationally recognized in the area of tax-exempt obligations. We express no opinion as to the effect on the exclusion from gross income for federal income tax purposes of the portion of each Certificate constituting interest if any such change occurs or action is taken or omitted upon advice or approval of counsel other than Stradling Yocca Carlson & Rauth, a Professional Corporation.

We have not made or undertaken to make an investigation of the state of title to any of the real property described in the Lease, the Site Lease and the Assignment Agreement or of the accuracy or sufficiency of the description of such property contained therein, and we express no opinion with respect to such matters.

Our opinion is limited to matters governed by the laws of the State of California and federal law. We assume no responsibility with respect to the applicability or the effect of the laws of any other jurisdiction.

The opinions expressed herein are based upon our analysis and interpretation of existing statutes, regulations, rulings and judicial decisions and cover certain matters not directly addressed by such authorities. The opinions expressed herein may be affected by actions taken (or not taken) or events occurring (or not occurring) after the date hereof. We have not undertaken to determine, or to inform any person, whether any such actions or events are taken (or not taken) or do occur (or do not occur). Our engagement as Special Counsel terminates upon the execution and delivery of the Certificates.

We express no opinion herein as to the accuracy, completeness or sufficiency of the Official Statement relating to the Certificates or other offering material relating to the Certificates and expressly disclaim any duty to advise the owners of the Certificates with respect to matters contained in the Official Statement.

Respectfully submitted,

APPENDIX E

DISTRICT'S AUDITED FINANCIAL STATEMENTS FOR FISCAL YEAR ENDED JUNE 30, 2020

APPENDIX F

FORM OF CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the "Disclosure Certificate"), dated _____, 2021, is executed and delivered by the San Ysidro School District (the "Issuer") in connection with the execution and delivery of the $_____ San Ysidro School District 2021 Certificates of Participation (the "Certificates"). The Certificates are being executed and delivered pursuant to a Trust Agreement dated as of _____ 1, 2021 by and among the Issuer, San Ysidro Public Schools Public Financing Corporation and U.S. Bank National Association (the "Trust Agreement"). The Issuer covenants and agrees as follows:

SECTION 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being entered into for the benefit of the Owners and Beneficial Owners of the Certificates and in order to assist the Participating Underwriter in complying with the Rule.

SECTION 2. Definitions. In addition to the definitions set forth in the Trust Agreement, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Annual Report" shall mean any Annual Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"Beneficial Owner" shall mean any person which has or shares the power, directly or indirectly, to make investment decisions concerning ownership of the Certificates (including persons holding Certificates through nominees, depositories or other intermediaries).

"Disclosure Representative" shall mean either of the Superintendent or the Chief Business Official of the Issuer, or either of their designees, or such other officer or employee as the Issuer shall designate in writing from time to time.

"Dissemination Agent" shall mean, initially, Dale Scott & Company, Inc., acting in its capacity as Dissemination Agent hereunder, or any successor Dissemination Agent designed in writing by the Issuer and which has been filed with the then current Dissemination Agent a written acceptance of such designation "EMMA" shall mean the Electronic Municipal Market Access system of the MSRB.

"Listed Events" shall mean any of the events listed in Section 5 of this Disclosure Certificate.

"MSRB" shall mean the Municipal Securities Rulemaking Board and any successor entity designated under the Rule as the repository for filings made pursuant to the Rule.

"Official Statement" shall mean the Official Statement for the Certificates dated _____, 2021.

"Participating Underwriter" shall mean Stifel, Nicolaus & Company, Incorporated, as the original underiter of the Certificates.

"Rule" shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

SECTION 3. Provision of Annual Reports.

(a) The Issuer shall, or shall cause the Dissemination Agent upon written direction to, not later than March 31 after the end of the Issuer's fiscal year, commencing with the report for the fiscal year ending

June 30, 2020, provide to the MSRB an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate. The Annual Report shall be provided to the MSRB in an electronic format as prescribed by the MSRB and shall be accompanied by identifying information as prescribed by the MSRB. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may include by reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the Issuer may be submitted separately from and later than the balance of the Annual Report if they are not available by the date required above for the filing of the Annual Report.

The Annual Report shall be provided at least annually notwithstanding any fiscal year longer than 12 calendar months. The Issuer's fiscal year is currently effective from July 1 to the immediately succeeding June 30 of the following year. The Issuer will promptly notify the MSRB and the Dissemination Agent of a change in the fiscal year dates. The Issuer shall provide a written certification with each Annual Report furnished to the Dissemination Agent to the effect that such Annual Report constitutes the Annual Report required to be furnished by it hereunder. The Dissemination Agent may conclusively rely upon such certification of the Issuer and shall have no duty or obligation to review such Annual Report.

(b) If the Dissemination Agent is other than the Issuer, not later than fifteen (15) days prior to the date specified in subsection (a) for providing the Annual Report to the MSRB, the Issuer shall provide the Annual Report to the Dissemination Agent. If by fifteen (15) days prior to such date the Dissemination Agent has not received a copy of the Annual Report, the Dissemination Agent shall contact the Issuer to determine if the Issuer is in compliance with subsection (a).

(c) If the Dissemination Agent is unable to verify that an Annual Report has been provided to the MSRB by the date required in subsection (a), the Dissemination Agent shall send a notice in a timely manner to the MSRB stating that the Annual Report has not been filed.

(d) The Dissemination Agent shall:

(i) confirm the electronic filing requirements of the MSRB for the Annual Reports; and

(ii) promptly after receipt of the Annual Report, file a report with the Issuer certifying that the Annual Report has been provided pursuant to this Disclosure Certificate, stating the date it was provided the MSRB. The Dissemination Agent's duties under this clause (ii) shall exist only if the Issuer provides the Annual Report to the Dissemination Agent for filing.

(e) Notwithstanding any other provision of this Disclosure Certificate, all filings shall be made in accordance with the MSRB's EMMA system or in another manner approved under the Rule.

SECTION 4. Content of Annual Reports. The first Annual Report shall consist exclusively of the Official Statement. Thereafter, the Annual Report shall contain or include by reference the following:

(a) 1. The audited financial statements of the Issuer for the prior fiscal year, prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board. If the Issuer's audited financial statements are not available by the time the Annual Report is required to be filed pursuant to Section 3(a), the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.

2. Average daily attendance, enrollment and English learners/low-income percentage of enrollment of the Issuer for the last completed fiscal year in the event that such data affects the revenues received by the Issuer from the State, which may be in the form of an update to Table 8.

3. The adopted budget of the Issuer for the current fiscal year and, if available, the First Interim Report for the current fiscal year.

(b) Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the Issuer or related public entities, which have been submitted to the MSRB or the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available from the MSRB. The Issuer shall clearly identify each such other document so included by reference.

SECTION 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, the Issuer shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Certificates in a timely manner not more than ten (10) business days after the event:

(1) principal and interest payment delinquencies;

(2) unscheduled draws on debt service reserves reflecting financial difficulties;

(3) unscheduled draws on credit enhancements reflecting financial difficulties;

(4) substitution of credit or liquidity providers, or their failure to perform;

(5) adverse tax opinions or issuance by the Internal Revenue Service of proposed or final determinations of taxability or of the Notice of Proposed Issue (IRS Form 5701-TEB);

(6) tender offers;

(7) defeasances;

(8) ratings changes;

(9) bankruptcy, insolvency, receivership or similar proceedings; and

Note: for the purposes of the event identified in subparagraph (9), the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governmental body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

(10) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation (as defined in subparagraph (h) below), any of which reflect financial difficulties.

(b) Pursuant to the provisions of this Section 5, the Issuer shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Certificates, if material:

(1) unless described in subparagraph (a)(5), notices or determinations by the Internal Revenue Service with respect to the tax status of the Certificates or other material events affecting the tax status of the Certificates;

(2) the consummation of a merger, consolidation or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms;

(3) appointment of a successor or additional trustee or the change of the name of a trustee;

(4) nonpayment related defaults;

(5) modifications to the rights of Owners of the Certificates;

(6) notices of prepayment;

(7) release, substitution or sale of property securing repayment of the Certificates; and

(8) incurrence of a financial obligation, or agreement to covenant, events of default, remedies, priority rights, or other similar terms of a financial obligation, any of which affect Owners of the Certificates.

(c) Whenever the Issuer obtains knowledge of the occurrence of a Listed Event described in subparagraph (b), the Issuer shall as soon as possible determine if such event would be material under applicable federal securities laws.

(d) If the Issuer determines that knowledge of the occurrence of a Listed Event under subparagraph (b) would be material under applicable federal securities laws, the Issuer shall file a notice of such occurrence with EMMA in a timely manner not more than ten (10) business days after the event.

(e) The Issuer hereby agrees that the undertaking set forth in this Disclosure Certificate is the responsibility of the Issuer and that the Dissemination Agent shall not be responsible for determining whether the Issuer's instructions to the Dissemination Agent under this Section 5 comply with the requirements of the Rule.

(f) If the Dissemination Agent has been instructed by the Issuer to report the occurrence of a Listed Event, the Dissemination Agent shall file a notice of such occurrence with the MSRB. Notwithstanding the foregoing, notice of Listed Event described in subparagraph (b)(6) need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to Owners of affected Certificates pursuant to the Trust Agreement. In each case of the Listed Event, the Dissemination Agent shall not be obligated to file a notice as required in this subparagraph (f) prior to the occurrence of such Listed Event.

(g) Any of the filings required to be made under this Section 5 shall be made in accordance with the MSRB's EMMA system or in another manner approved under the Rule.

(h) For purposes of the events identified in subparagraphs (a)(10) and (b)(8) under this Section 5, the term "financial obligation" means a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee

of (i) or (ii). The term financial obligation shall not include municipal securities as to which a final official statement has been provided to EMMA or to another repository consistent with the Rule.

SECTION 6. Termination of Reporting Obligation. The obligation of the Issuer and the Dissemination Agent under this Disclosure Certificate shall terminate upon the legal defeasance, prior prepayment or payment in full of all of Certificates. If such termination occurs prior to the final maturity of the Certificates, the Issuer shall give notice of such termination in the same manner as for a Listed Event under Section 5.

SECTION 7. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under the Disclosure Certificate, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The initial Dissemination Agent shall be the Issuer. The Dissemination Agent may resign by providing thirty days written notice to the Issuer and the Trustee. The Dissemination Agent shall not be responsible for the content of any report or notice prepared by the Issuer. The Dissemination Agent shall have no duty to prepare any information report nor shall the Dissemination Agent be responsible for filing any report not provided to it by the Issuer in a timely manner and in a form suitable for filing.

SECTION 8. Amendment.

(a) This Disclosure Certificate may be amended, in writing, without the consent of the Owners, if all of the following conditions are satisfied: (1) such amendment is made in connection with a change in circumstances that arises from a change in legal (including regulatory) requirements, a change in law (including rules or regulations) or in interpretations thereof, or a change in the identity, nature or status of the Issuer or the type of business conducted thereby, (2) this Disclosure Certificate as so amended would have complied with the requirements of the Rule as of the date of this Disclosure Certificate, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances, (3) there shall have been delivered to the Issuer an opinion of a nationally recognized bond counsel or counsel expert in federal securities laws, addressed to the Issuer, to the same effect as set forth in clause (2) above, (4) the Issuer shall have delivered to the Dissemination Agent (if other than the Issuer) an opinion of nationally recognized bond counsel or counsel expert in federal securities laws, addressed to the Issuer, to the effect that the amendment does not materially impair the interests of the Owners, and (5) the Issuer shall have delivered copies of such opinion and amendment to the MSRB.

(b) This Disclosure Certificate may be amended in writing with respect to the Certificates, upon obtaining consent of Owners at least 25% in aggregate principal of the Certificates then outstanding; provided that the conditions set forth in Section 8(a)(1), (2) and (3) have been satisfied; and provided, further, that the Dissemination Agent shall be obligated to enter into any such amendment that modifies or increases its duties or obligations hereunder.

(c) To the extent any amendment to this Disclosure Certificate results in a change in the type of financial information or operating data provided pursuant to this Disclosure Certificate, the first Annual Report provided thereafter shall include a narrative explanation of the reasons for the amendment and the impact of the change.

(d) If an amendment is made to the basis on which financial statements are prepared, the Annual Report for the year in which the change is made shall present a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. Such comparison shall include a quantitative and, to the extent reasonably feasible, qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information.

SECTION 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the Issuer chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the Issuer shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice if occurrence of a Listed Event.

The Issuer acknowledges and understands that other state and federal laws, including but not limited to the Securities Act of 1933 and Rule 10b-5 promulgated under the Securities Exchange Act of 1934, may apply to the Issuer, and that under some circumstances compliance with this Disclosure Certificate, without additional disclosures or other action, may not fully discharge all duties and obligations of the Issuer under such laws.

SECTION 10. Default. In the event the Issuer fails to comply with any provision in this Disclosure Certificate, the Dissemination Agent may (or shall upon direction of the Owners of 25% in aggregate principal of the Certificates then outstanding or the Participating Underwriter) take all action necessary to cause the Issuer to comply with this Disclosure Certificate. In the event of a failure of the Dissemination Agent to comply with any provision of this Disclosure Certificate, any Owner or Beneficial Owner of the Certificates may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Issuer to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an Event of Default under the Trust Agreement, and the sole remedy under this Disclosure Certificate in the event of any failure of the Issuer to comply with this Disclosure Certificate shall be an action to compel performance.

SECTION 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the Issuer agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The Dissemination Agent shall be paid compensation by the Issuer for its services provided hereunder in accordance with its schedule of fees as amended from time to time and all expenses, legal fees and advances made or incurred by the Dissemination Agent in the performance of its duties hereunder. The Dissemination Agent shall have no duty or obligation to review any information provided to it hereunder and shall not be deemed to be acting in any fiduciary capacity for the Issuer, the Certificate Owners, or any other party. The obligations of the Issuer under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Certificates. No person shall have any right to commence any action against the Dissemination Agent hereunder, seeking any remedy other than to compel specific performance of this Disclosure Certificate. The Dissemination Agent shall not be liable under any circumstances for monetary damages to any person for any breach under this Disclosure Certificate.

SECTION 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the Issuer, the Dissemination Agent, the Participating Underwriter, the Beneficial Owners and Owners from time to time of the Certificates, and shall create no rights in any other person or entity.

SECTION 13. Notices. Notices should be sent in writing to the following addresses. The following information may be conclusively relied upon until changed in writing.

Disclosure Representative: Superintendent
San Ysidro School District
4350 Otay Mesa Road
San Ysidro, California 92173

SAN YSIDRO SCHOOL DISTRICT

By: _____
Superintendent

APPENDIX G

SPECIMEN MUNICIPAL BOND INSURANCE POLICY

APPENDIX H

BOOK ENTRY ONLY SYSTEM

The information in this section concerning DTC and DTC's book-entry only system has been obtained from sources that the District believes to be reliable, but the District takes no responsibility for the completeness or accuracy thereof. The following description of the procedures and record keeping with respect to beneficial ownership interests in the Certificates, payment of principal, premium, if any, and interest with respect to the Certificates to DTC Participants or Beneficial Owners, confirmation and transfers of beneficial ownership interests in the Certificates and other related transactions by and between DTC, the DTC Participants and the Beneficial Owners is based solely on information provided by DTC. Reference made to www.dttc.com http://www.dtcc.com/*is presented as a link for additional information regarding DTC and is not a part of this Official Statement.*

1. The Depository Trust Company ("DTC"), New York, NY, will act as securities depository for the Certificates (the "Certificates"). The Certificates will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Security certificate will be issued for each maturity of the Certificates in the aggregate principal amount of such maturity, and will be deposited with DTC.

2. DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC is rated AA+ by Standard & Poor's. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com and www.dtc.org.

3. Purchases of Certificates under the DTC system must be made by or through Direct Participants, which will receive a credit for the Certificates on DTC's records. The ownership interest of each actual purchaser of each Security ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Certificates are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Certificates, except in the event that use of the book-entry system for the Certificates is discontinued.

4. To facilitate subsequent transfers, all Certificates deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Certificates with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Certificates; DTC's records reflect only the identity of the Direct Participants to whose accounts such Certificates are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

5. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Certificates may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Certificates, such as prepayments, tenders, defaults, and proposed amendments to the Security documents. For example, Beneficial Owners of Certificates may wish to ascertain that the nominee holding the Certificates for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

6. Prepayment notices shall be sent to DTC. If less than all of the Certificates within a maturity are being prepaid, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such maturity to be prepaid.

7. Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Certificates unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the District as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Certificates are credited on the record date (identified in a listing attached to the Omnibus Proxy).

8. Principal, prepayment price and interest payments on the Certificates will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the District or the Paying Agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Paying Agent, or the District, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal, prepayment price and interest payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the District or the Paying Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

9. A Certificate Owner shall give notice to elect to have its Certificates purchased or tendered, through its Participant, to the Trustee, and shall effect delivery of such Certificates by causing the Direct Participant to transfer the Participant's interest in the Certificates, on DTC's records, to the Trustee. The requirement for physical delivery of Certificates in connection with an optional tender or a mandatory purchase will be deemed satisfied when the ownership rights in the Certificates are transferred by Direct Participants on DTC's records and followed by a book-entry credit of tendered Certificates to the Trustee's DTC account.

10. DTC may discontinue providing its services as depository with respect to the Certificates at any time by giving reasonable notice to the District or the Trustee. Under such circumstances, in the event that a successor depository is not obtained, physical Certificates are required to be printed and delivered.

11. The District may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Certificates will be printed and delivered to DTC.

AS LONG AS A BOOK-ENTRY ONLY SYSTEM IS USED FOR THE CERTIFICATES, THE TRUSTEE WILL SEND ANY NOTICE OF PREPAYMENT OR OTHER NOTICES TO OWNERS ONLY TO DTC. ANY FAILURE OF DTC TO ADVISE ANY DTC PARTICIPANT, OR OF ANY DTC PARTICIPANT TO NOTIFY ANY BENEFICIAL OWNER, OF ANY NOTICE AND ITS CONTENT OR EFFECT WILL NOT AFFECT THE VALIDITY OF SUFFICIENCY OF THE PROCEEDINGS RELATING TO THE PREPAYMENT OF THE CERTIFICATES CALLED FOR PREPAYMENT OR OF ANY OTHER ACTION PREMISED ON SUCH NOTICE.

APPENDIX I

COUNTY INVESTMENT POLICY
AND MONTHLY TREASURY POOL REPORT

RECORDING REQUESTED BY:
San Ysidro School District

AND WHEN RECORDED MAIL TO:
Stradling Yocca Carlson & Rauth
660 Newport Center Drive, Suite 1600
Newport Beach, California 92660
Attn: Robert J. Whalen, Esq.

[Space above for Recorder's use.]

THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11921 OF THE CALIFORNIA REVENUE AND TAXATION CODE AND THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTIONS 27383 AND 27388.1(a)(2)(D) OF THE CALIFORNIA GOVERNMENT CODE BECAUSE THE ASSIGNOR IS A GOVERNMENTAL AGENCY. LEASE TERM LESS THAN 35 YEARS.

LEASE AGREEMENT

Dated as of _____ 1, 2021

between

SAN YSIDRO SCHOOLS PUBLIC FINANCING CORPORATION,
as Lessor

and

SAN YSIDRO SCHOOL DISTRICT,
as Lessee

Relating to

$_____
SAN YSIDRO SCHOOL DISTRICT
2021 CERTIFICATES OF PARTICIPATION

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LEASE AGREEMENT

THIS LEASE AGREEMENT, dated as of _____ 1, 2021 is by and between the SAN YSIDRO SCHOOLS PUBLIC FINANCING CORPORATION, a nonprofit public benefit corporation duly organized and existing under the laws of the State of California, including without limitation Section 5110 *et seq*. of the Corporations Code of the State of California, as lessor (the "Corporation"), and the SAN YSIDRO SCHOOL DISTRICT, a school district duly organized and existing under the Constitution and laws of said State, as lessee (the "School District"):

W I T N E S S E T H :

WHEREAS, the School District may enter into leases and agreements relating to real property and facilities and improvements to be used by the School District; and

WHEREAS, the School District and the Corporation previously caused the execution and delivery of the School District's 2012 Certificates of Participation to finance the acquisition, construction and installation of certain capital improvements (the "2012 Project"); and

WHEREAS, the Corporation, the School District and Community Facilities District No. 3 of the San Ysidro School District ("CFD No. 3") desire to refinance the 2012 Project and finance the costs of the acquisition, construction and installation of certain capital improvements (the "2021 Project," and with the 2012 Project, the "Project") by causing CFD No. 3 to issue its 2021 Special Tax Bonds (the "CFD No. 3 Bonds), which CFD No. 3 Bonds will be purchased by the School District; and

WHEREAS, the Corporation and the School District desire to finance the purchase of the CFD No. 3 Bonds by entering into this Lease Agreement (the "Lease") and authorizing and directing the execution and delivery of certain certificates of participation designated San Ysidro School District 2021 Certificates of Participation (the "Certificates"), pursuant to a Trust Agreement, dated as of the date hereof (the "Trust Agreement"), by and among the School District, the Corporation and U.S. Bank National Association, as trustee, evidencing proportionate interests in Lease Payments (as defined in the Trust Agreement, the "Lease Payments") to be made by the School District under this Lease; and

WHEREAS, the School District has entered into a Site Lease dated as of the date hereof and recorded concurrently herewith (the "Site Lease") with the Corporation under which the School District has agreed to lease the real property legally described in Exhibit B hereto (the "Real Property"), and any facilities and improvements located thereon now and in the future (together with the Real Property, the "Property"), to the Corporation, and which Site Lease provides that the title to the Property shall vest in the School District at the expiration of the Site Lease (as provided in Section 8 thereof), and contains other terms and conditions as the governing board of the School District deems to be in the best interest of the School District; and

WHEREAS, all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and entering into of this Lease do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the parties hereto are now duly authorized to execute and enter into this Lease;

NOW, THEREFORE, in consideration of the above premises and of the mutual covenants hereinafter contained and for other good and valuable consideration, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS AND EXHIBITS

Section 1.1 Definitions and Rules of Construction. Unless the context otherwise requires, the capitalized terms used herein shall, for all purposes of this Lease, have the meanings specified in the Trust Agreement, together with any amendments thereof or supplements thereto permitted to be made thereunder; and the additional terms defined in this Section shall, for all purposes of this Lease, have the meanings herein specified. Unless the context otherwise indicates, words importing the singular number shall include the plural number and vice versa. The terms "hereby," "hereof," "hereto," "herein," "hereunder" and any similar terms, as used in this Lease, refer to this Lease as a whole.

"Asbestos Containing Materials" shall mean material in friable form containing more than one percent (1%) of the asbestiform varieties of (a) chrysotile (serpentine); (b) crocidolite (ricbeckite); (c) amosite (cummington-itegrinerite); (d) anthophyllite; (e) tremolite; and (f) actinolite.

"Environmental Regulations" shall mean all federal, state and local laws and regulations, now or hereafter in effect, with respect to Hazardous Materials (as defined in Section 7.13(a) hereof), including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act, as amended (42 U.S.C. Section 9601, *et seq*.) (together with the regulations promulgated thereunder, "CERCLA"), the Resource Conservation and Recovery Act, as amended (42 U.S.C. Section 6901, *et seq*.) (together with the regulations promulgated thereunder, "RCRA"), the Emergency Planning and Community Right-to-Know Act, as amended (42 U.S.C. Section 11001, *et seq*.) (together with the regulations promulgated thereunder, "Title III"), the Clean Water Act, as amended (33 U.S.C. Section 1321, *et seq*.) (together with the regulations promulgated thereunder, "CWA"), the Clean Air Act, as amended (42 U.S.C. Section 7401, *et seq*.) (together with the regulations promulgated thereunder, "CAA") and the Toxic Substances Control Act, as amended (15 U.S.C. Section 2601 *et seq*.) (together with the regulations promulgated thereunder, "TSCA"), and any state or local similar laws and regulations and any so-called local, state or federal "superfund" or "superlien" law.

"Interest Component" means the portion of the Lease Payments designated in Exhibit A hereto as the Interest Component.

"Permitted Encumbrances" means, as of any particular time: (i) liens for general *ad valorem* taxes and assessments, if any, or which the School District may, pursuant to provisions of Section 7.7 hereof, permit to remain unpaid; (ii) the Assignment Agreement; (iii) this Lease; (iv) the Site Lease; (v) any contested right or claim of any mechanic, laborer, materialman, supplier or vendor filed or perfected in the manner prescribed by law to the extent permitted under Section 7.8(b) hereof; (vi) easements, rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions or restrictions which exist of record as of the Closing Date and which the School District hereby certifies will not materially impair the use of the Property by the School District; and (vii) easements, rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions or restrictions established following the date of recordation of this Lease and to which the School District certifies in writing do not affect the intended use of the Property or impair the security

granted to the Trustee for the benefit of the owners of the Certificates by the Trust Agreement and the Assignment Agreement and to which the Corporation and the Insurer consent in writing.

"Principal Component" means the portion of the Lease Payments designated in Exhibit A hereto as the Principal Component.

"Project" means the 2012 Project and the 2021 Project.

"Property" means the site described in Exhibit B hereto and all facilities and improvements located thereon now and in the future; provided, however, that the site comprising the Property may be amended pursuant to the provisions of Section 7.12 herein.

"Real Property" shall have the meaning given in the Recitals; provided, however that the site or sites comprising the Real Property may be amended pursuant to the provisions of Section 7.12 herein.

"Reserve Replenishment Rent" means Reserve Replenishment Rent payable pursuant to Section 4.4(d) hereof.

"Special Tax Agreement" means the Special Tax Pooling Agreement, dated as of the date hereof, by and among the School District, Community Facilities District No. 1 of the San Ysidro School District, Community Facilities District No. 2 of the San Ysidro School District, Community Facilities District No. 3 of the San Ysidro School District and U.S. Bank National Association, as trustee for the Certificates and fiscal agent for the CFD No. 3 Bonds, pursuant to which certain special taxes collected from within each of such community facilities districts are transferred to the Special Tax Fund.

"Term" shall have the meaning given in Section 4.2 hereof.

"Vendors" or "Contractors" means the persons with whom the Corporation, or the School District as agent of the Corporation, has contracted for completion of the 2021 Project.

"2012 Project" means the portion of the Project identified as the 2012 Project in Exhibit C which will be refinanced with the proceeds of the Certificates.

"2021 Project" means the portion of the Project identified as the 2021 Project in Exhibit C which will be financed with the proceeds of the Certificates, and any and all additions thereto made as provided in Section 3.5 hereof.

Section 1.2 Exhibits. The following Exhibits are attached to, and by reference made a part of, this Lease:

Exhibit A: Schedule of Lease Payments to be paid by the School District to the Corporation, showing the dates for each Lease Payment and amount of each Lease Payment.

Exhibit B: Legal Description of the Property.

Exhibit C: General Description of the Project.

Exhibit D: Lease Supplement Form.

Exhibit E: Form of Certificate of Substitution or Addition of 2021 Project Component.

ARTICLE II

REPRESENTATIONS, COVENANTS AND WARRANTIES

Section 2.1 Representations, Covenants and Warranties of the School District. The School District represents, covenants and warrants to the Corporation, the Trustee and the Insurer as follows:

(a) Due Organization and Existence. The School District is a school district duly organized and existing under the Constitution and laws of the State.

(b) Authorization; Enforceability. The Constitution and laws of the State authorize the School District to enter into this Lease, the Site Lease, the Trust Agreement, the Special Tax Agreement and the Continuing Disclosure Certificate, and to enter into the transactions contemplated by and to carry out its obligations under all of the aforesaid leases and agreements; the School District has duly authorized and executed all of the aforesaid leases and agreements. This Lease, the Site Lease, the Trust Agreement, the Special Tax Agreement and the Continuing Disclosure Certificate constitute the legal, valid and binding obligations of the School District enforceable in accordance with their respective terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles affecting the rights of creditors generally.

(c) No Conflicts or Default; No Liens or Encumbrances. Neither the execution and delivery of this Lease, the Site Lease, the Special Tax Agreement, the Continuing Disclosure Certificate or the Trust Agreement, nor the fulfillment of or compliance with the terms and conditions hereof or thereof, nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the School District is now a party or by which the School District is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of the School District, or upon the Property except for Permitted Encumbrances and the pledges contained in the Trust Agreement.

(d) Execution and Delivery. The School District has duly authorized and executed this Lease, the Site Lease, the Special Tax Agreement, the Continuing Disclosure Certificate and the Trust Agreement in accordance with the Constitution and laws of the State.

(e) Indemnification of Corporation. The School District covenants to defend, indemnify and hold harmless the Corporation and its directors, officers, employees, agents, successors and assigns (collectively, the "Indemnified Party") against any and all losses, claims, damages or liabilities, joint or several, including fees and expenses incurred in connection therewith, to which such Indemnified Party may become subject under any statute or at law or in equity or otherwise in connection with the transactions contemplated by this Lease, and shall reimburse any such Indemnified Party for any legal or other expenses incurred by it in connection with investigating any claims against it and defending any actions, insofar as such losses, claims, damages, liabilities or actions arise out of the transactions contemplated by this Lease. In particular, without limitation, the School District shall and hereby agrees to indemnify and save the Indemnified Party harmless from and against all claims, losses and damages, including legal fees and expenses, arising out of (i) the use, maintenance, condition or management of, or from any work or thing done on the Project or the Property by the

School District, (ii) any breach or default on the part of the School District in the performance of any of its obligations under this Lease, (iii) any act of negligence of the School District or of any of its agents, contractors, servants, employees or licensees with respect to the Property or the 2021 Project, (iv) any act of negligence of any assignee or sublessee of the School District with respect to the 2021 Project or the Property, or (v) the completion of the 2021 Project or the authorization of payment of the Project Costs by the School District. No indemnification is made under this Section or elsewhere in this Lease for claims, losses or damages, including legal fees and expenses arising out of the willful misconduct or negligence under this Lease by the Corporation, its directors, officers, agents, employees, successors or assigns.

(f) General Tax and Arbitrage Covenant. The School District hereby covenants that, notwithstanding any other provision of this Lease, it shall not take any action, or fail to take any action, if any such action or failure to take action would adversely affect the exclusion from gross income for federal income tax purposes of the Interest Component evidenced by the Certificates under Section 103 of the Code. The School District shall not, directly or indirectly, use or permit the use of proceeds of the Certificates or the Project, or any portion thereof, by any person other than a governmental unit (as such term is used in Section 141 of the Code), in such manner or to such extent as would result in the loss of exclusion from gross income for federal income tax purposes of the Interest Component evidenced by the Certificates.

The School District shall not take any action, or fail to take any action, if any such action or failure to take action would cause the Lease Payments evidenced by Certificates to be "private activity bonds" within the meaning of Section 141 of the Code, and in furtherance thereof, shall not make any use of the proceeds of the Certificates or the Project, or any portion thereof, or any other funds of the School District, that would cause the Lease Payments evidenced by Certificates to be "private activity bonds" within the meaning of Section 141 of the Code. To that end, so long as any Certificates are outstanding, the School District, with respect to such proceeds and the Project and such other funds, will comply with applicable requirements of the Code and all regulations of the United States Department of the Treasury issued thereunder and under Section 103 of the Code, to the extent such requirements are, at the time, applicable and in effect.

The School District shall not, directly or indirectly, use or permit the use of any proceeds of any Certificates or of the Project, or other funds of the School District, or take or omit to take any action, that would cause the Lease Payments evidenced by Certificates to be "arbitrage bonds" within the meaning of Section 148 of the Code. To that end, the School District shall comply with all requirements of Section 148 of the Code and all regulations of the United States Department of the Treasury issued thereunder to the extent such requirements are, at the time, in effect and applicable to the Lease Payments evidenced by Certificates.

The School District shall not make any use of the proceeds of the Certificates or any other funds of the School District, or take or omit to take any other action, that would cause the Lease Payments evidenced by Certificates to be "federally guaranteed" within the meaning of Section 149(b) of the Code.

(g) Essentiality of Property. The School District hereby represents that the components of the Property being leased hereunder are essential school district facilities.

Section 2.2 Representations, Covenants and Warranties of the Corporation. The Corporation represents, covenants and warrants to the School District, the Trustee and the Insurer as follows:

(a) Due Organization and Existence; Enforceability. The Corporation is a nonprofit public benefit corporation duly organized, existing and in good standing under and by virtue of the laws of the State, has the power to enter into this Lease, the Assignment Agreement, the Site Lease and the Trust Agreement; is possessed of full power to own and hold real and personal property, and to lease and sell the same; and has duly authorized the execution and delivery of all of the aforesaid leases and agreements. This Lease, the Assignment Agreement, the Site Lease and the Trust Agreement constitute the legal, valid and binding obligations of the Corporation, enforceable in accordance with their respective terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles affecting the rights of creditors generally.

(b) No Conflicts or Defaults; No Liens or Encumbrances. Neither the execution and delivery of this Lease, the Assignment Agreement, the Site Lease or the Trust Agreement, nor the fulfillment of or compliance with the terms and conditions hereof or thereof, nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of the terms, conditions or provisions of the Articles of Incorporation or Bylaws of the Corporation or any restriction or any agreement or instrument to which the Corporation is now a party or by which the Corporation is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of the Corporation, or upon the Property except by Permitted Encumbrances and by the pledge contained in the Trust Agreement.

(c) Execution and Delivery. The Corporation has duly authorized and executed this Lease, the Assignment Agreement, the Site Lease and the Trust Agreement in accordance with the laws of the State.

(d) Maintenance of Corporate Existence. To the extent permitted by law, the Corporation agrees that during the Term hereof it will maintain its existence as a corporation, will not dissolve or otherwise dispose of all or substantially all of its assets, if any, will not become a general or limited partner in any partnership and will not combine or consolidate with or merge into any other entity or permit one or more other entities to consolidate with or merge into it.

(e) Qualification in California. The Corporation agrees that throughout the Term hereof it will be qualified to do business in the State.

(f) General Tax and Arbitrage Covenant. To the extent that the Corporation may control the Project or the proceeds of the Certificates, the Corporation covenants that, notwithstanding any other provision of this Lease, it shall not take any action, or fail to take any action, if any such action or failure to take action would adversely affect the exclusion from gross income for federal income tax purposes of the Interest Component evidenced by the Certificates under Section 103 of the Code. To the extent that the Corporation may control the Project or the proceeds of the Certificates, the Corporation shall not, directly or indirectly, use or permit the use of proceeds of the Certificates or the Project, or any portion thereof, by any person other than a governmental unit (as such term is used in Section 141 of the Code), in such manner or to such extent as would result in the loss of exclusion

from gross income for federal income tax purposes of the Interest Component evidenced by the Certificates.

To the extent that the Corporation may control the Project or the proceeds of the Certificates, the Corporation shall not take any action, or fail to take any action, if any such action or failure to take action would cause the Lease Payments evidenced by Certificates to be "private activity bonds" within the meaning of Section 141 of the Code. In furtherance thereof, to the extent that the Corporation may control the Project or the proceeds of the Certificates, the Corporation shall not make any use of the proceeds of the Certificates or the Project, or any portion thereof, or any other funds of the School District, that would cause the Lease Payments evidenced by Certificates to be "private activity bonds" within the meaning of Section 141 of the Code. To that end, so long as any Certificates evidencing Lease Payments are outstanding, the Corporation, with respect to such proceeds, the Project and such other funds, to the extent of its control thereof, will comply with applicable requirements of the Code and all regulations of the United States Department of the Treasury issued thereunder and under Section 103 of the Code, to the extent such requirements are, at the time, applicable and in effect.

To the extent that the Corporation may control the Project or the proceeds of the Certificates, the Corporation shall not, directly or indirectly, use or permit the use of any proceeds of any Certificates, or of the Project, or other funds of the School District, or take or omit to take any action, that would cause the Lease Payments evidenced by Certificates to be "arbitrage bonds" within the meaning of Section 148 of the Code. To that end, the Corporation shall comply with all requirements of Section 148 of the Code and all regulations of the United States Department of the Treasury issued thereunder to the extent such requirements are, at the time, in effect and applicable to the Lease Payments evidenced by Certificates.

To the extent that the Corporation may control the proceeds of the Certificates, the Corporation shall not make any use of the proceeds of the Certificates or any other funds of the Corporation, or take or omit to take any other action, that would cause the Lease Payments evidenced by Certificates to be "federally guaranteed" within the meaning of Section 149(b) of the Code.

ARTICLE III

CERTIFICATE PROCEEDS

Section 3.1 Deposit of Certificate Proceeds. On the Closing Date for the Certificates, the Corporation agrees to pay or cause to be paid to the School District moneys to be deposited with the Trustee as provided in Section 2.07 of the Trust Agreement and in the case of Additional Certificates as provided in any supplement to the Trust Agreement which relates to such Additional Certificates.

Section 3.2 Reserved.

Section 3.3 Payment of Project Costs and Delivery Costs. Payment of the Project Costs and Delivery Costs shall be made from the moneys deposited with the Trustee in the Project Fund and the Delivery Cost Fund, respectively, as provided in Section 3.1 hereof and Section 2.07 of the Trust Agreement, which shall be disbursed in accordance and upon compliance with Article III of the Trust Agreement.

Section 3.4 Completion Certification. Upon completion of the 2021 Project in a manner satisfactory to the School District, the School District shall deliver to the Trustee a Certificate of

Completion with respect to the 2021 Project. On the date of filing the Certificate of Completion, as indicated therein, all or a portion of the excess moneys remaining in the Project Fund shall be transferred by the Trustee in accordance with Section 3.05 of the Trust Agreement.

Section 3.5 Substitution of or Addition to the 2021 Project. The School District shall have the right to substitute alternate items for any portion of the 2021 Project listed in Exhibit C hereto or provide for additional components of the 2021 Project by providing the Trustee with a written certificate in the form contained in Exhibit E hereto and so long as such substitution or addition does not cause, in and of itself, the Interest Component evidenced by the Certificates to be included in gross income for federal income tax purposes, as evidenced by an opinion of Special Counsel delivered to the Trustee.

Section 3.6 Compliance with Law.

(a) Public Bidding. The School District shall comply with all applicable provisions for bids and contracts prescribed by law with respect to the 2021 Project, including, without limitation, the Public Contracts Code, the Education Code, and the Government Code of the State.

(b) Wage Rates and Working Hours. The School District shall comply with all provisions relating to prevailing wage rates and working hours applicable to it under the laws of the State with respect to the acquisition, construction and installation of additions to the 2021 Project.

(c) Field Act Compliance. If applicable, the School District shall acquire, construct and install the 2021 Project in such manner as to comply with the Field Act, Sections 39140 *et seq*. of the Education Code of the State.

(d) Plans and Specifications. The School District shall prepare and adopt plans and specifications for the acquisition, construction and installation of the 2021 Project pursuant to applicable provisions of the Education Code and Public Contracts Code of the State.

Section 3.7 Further Assurances and Corrective Instruments. The Corporation and the School District agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Property hereby leased or intended to be leased or for carrying out the expressed intention of this Lease.

ARTICLE IV

AGREEMENT TO LEASE; TERM OF LEASE; LEASE PAYMENTS

Section 4.1 Lease. The Corporation hereby leases the Property to the School District, and the School District hereby leases the Property from the Corporation, upon the terms and conditions set forth herein. This Lease shall not operate as a merger of the School District's leasehold estate in the Property pursuant to this Lease and its fee estate in the Property and shall not cause the extinguishment of the leasehold interest granted to the Corporation under the Site Lease.

Section 4.2 Term. The Term of this Lease shall commence on the date of the execution and delivery of the Certificates, which is _____, 2021, and shall end on September 1, ____,

unless extended pursuant to Section 4.3, or unless terminated prior thereto upon the earliest of any of the following events:

(a) Default and Termination. A default by the School District and the Corporation's election to terminate this Lease under Section 9.2(b) hereof;

(b) Payment of All Lease Payments. The payment by the School District of all Lease Payments and Reserve Replenishment Rent required under Section 4.4 hereof and any Additional Payments required under Section 4.11 hereof; or

(c) Prepayment. The deposit of funds or Defeasance Securities with the Trustee in amounts sufficient to pay all Lease Payments evidenced by the Outstanding Certificates as the same shall become due, as provided by Section 10.1 hereof and as provided by Section 14.01 of the Trust Agreement.

Section 4.3 Extension of Lease Term. If on September 1, ____, the Certificates shall not be fully paid, or amounts shall be due hereunder or under the Trust Agreement to the Insurer with respect to the Insurance Policy or to the Reserve Insurer with respect to the Reserve Policy, or if the Lease Payments hereunder shall have been abated at any time and for any reason, then the Term shall be extended until all Certificates, all Reserve Replenishment Rent and all other such amounts due to the Insurer and the Reserve Insurer shall be fully paid, except that the Term shall in no event be extended beyond September 1, ____.

Section 4.4 Lease Payments.

(a) Time and Amount. Subject to the provisions of Section 4.10 (regarding abatement in event of loss of use of any portion of the Property) and Article X (regarding prepayment of Lease Payments), the School District agrees to pay to the Corporation, its successors and assigns, as annual rental for the use and possession of the Property, the Lease Payments (denominated into the Interest Component and Principal Component, the Interest Component of each Lease Payment being paid semiannually) in the amounts specified in Exhibit A, to be due and payable at the times specified in Exhibit A. Each Lease Payment shall be deposited with the Trustee no later than the Lease Payment Deposit Date preceding the Certificate Payment Date on which such Lease Payment is due and shall be for the right to use and occupy the Property for the six-month period preceding such Certificate Payment Date.

In the event the School District does not make a deposit of the required Lease Payment with respect to a Lease Payment Deposit Date, the Trustee shall provide prompt written notice to the School District of such failure to make such deposit; provided, however, that failure to give such notice shall not excuse any event of default under such Section 9.1 hereof.

(b) Credits. Any amount held in the Lease Payment Fund on any Lease Payment Deposit Date (other than amounts received by the Trustee under the Insurance Policy and the Reserve Policy, and other than amounts resulting from the prepayment of the Lease Payments in part but not in whole pursuant to Section 10.2 hereof and other amounts required for payment of principal with respect to any Certificates not presented for payment or interest) shall be credited towards the applicable Lease Payment due and payable on the next Certificate Deposit Date. No Lease Payment need be deposited on any Lease Payment Deposit Date if the amounts then held in the Lease Payment Fund are at least equal to the Lease Payment then required to be deposited.

(c) Rate on Overdue Payments. In the event the School District should fail to make a Lease Payment on the applicable Certificate Payment Date, the Lease Payment in default shall continue as an obligation of the School District until the amount in default shall have been fully paid, and the School District agrees to pay the same with interest thereon, to the extent permitted by law, from the date such amount was originally due at the rate equal to the original interest rate payable with respect to each Certificate then Outstanding evidencing an interest in such Lease Payment, or the applicable rate of any Reserve Facility if there is a draw on such Reserve Facility as a result of such delinquency.

(d) Reserve Replenishment Rent. If

(i) funds have been withdrawn from the Reserve Fund pursuant to a draw on the Reserve Policy in order to pay interest or principal represented by the Certificates,

(ii) Lease Payments are not in abatement pursuant to Section 4.10 hereof, and

(iii) the amount of such Lease Payments and Additional Payments due in each year is less than the annual fair rental value of the Property, according to an appraisal to be filed with the Trustee,

then the School District shall pay from its first moneys legally available after payment of Lease Payments, to the Trustee, Reserve Replenishment Rent in the amount required to reimburse the Reserve Insurer for the amounts drawn on the Reserve Policy plus interest thereon at the Late Payment Rate to the date of payment over a period of not more than twelve months, in twelve (12) substantially equal payments; provided, however if such payments would cause the sum of the Lease Payments and the Reserve Replenishment Rent to exceed the fair rental value of the Property in a Fiscal Year, then the amount of the Reserve Replenishment Rent shall be reduced so that such fair rental value amount is not exceeded and the remainder of the Reserve Replenishment Rent shall be paid in equal monthly installments in the subsequent Fiscal Year until fully paid.

Section 4.5 No Withholding. Notwithstanding any dispute between the Corporation and the School District, including a dispute as to the failure of any portion of the Property in use by or possession of the School District to perform the task for which it is leased, the School District shall make all Lease Payments, Additional Payments and Reserve Replenishment Rent when due and shall not withhold any Lease Payments, Reserve Replenishment Rent or Additional Payments pending the final resolution of such dispute.

Section 4.6 Fair Rental Value. The Lease Payments, the Reserve Replenishment Rent and the Additional Payments shall be paid by the School District in consideration of the right of possession of, and the continued quiet use and enjoyment of, the Property during each such period for which said Lease Payments, Reserve Replenishment Rent and Additional Payments are to be paid. The parties hereto have agreed and determined that the total rental due in each Fiscal Year does not exceed the fair rental value of the Property in such Fiscal Year. In making such determination, consideration has been given to the current market value of the Property, the replacement cost of the Property, other obligations of the parties under this Lease (including but not limited to costs of maintenance, taxes and insurance), the uses and purposes which may be served by the Property and the benefits therefrom which will accrue to the School District and the general public, and the transfer of the Corporation's leasehold interest in the Property at the end of the Term.

Section 4.7 Budget and Appropriation. The School District covenants to take such action as may be necessary to include all Lease Payments, Additional Payments and Reserve Replenishment Rent (to the extent the amounts of such Additional Payments and Reserve Replenishment Rent are known to the School District at the time its annual budget is proposed) due hereunder in its annual budget and to make the necessary annual appropriations therefor, and to maintain such items to the extent unpaid for that Fiscal Year in its budget throughout such Fiscal Year. Lease Payments shall be budgeted and made first from amounts on deposit in the subaccount of the Certificate Payment Account relating to the Certificates established under the Special Tax Agreement. In the event that the amounts transferred from the Certificate Payment Account to the Trustee for deposit to the Lease Payment Fund, together with other amounts in the Lease Payment Fund to be credited to the Lease Payments as described in Section 4.4(b) above, are not sufficient to pay the Lease Payments, then the School District shall budget and appropriate the balance required to make the Lease Payments due on each Certificate Payment Date from other lawfully available funds. To the extent the amount of such payments becomes known after the adoption of the annual budget, such amounts shall be included and maintained in such budget as amended. During the Term, the School District will furnish annually, on or before September 1 of each year, to the Trustee a certificate of the School District Representative stating that all Lease Payments, Additional Payments and Reserve Replenishment Rent (to the extent the amounts of such Additional Payments and Reserve Replenishment Rent are known to the School District at the time its annual budget is adopted) due hereunder for the applicable Fiscal Year have been included in its annual budget and the amount so included. The covenants on the part of the School District herein contained shall be deemed to be and shall be construed to be duties imposed by law and it shall be the ministerial duty of each and every public official of the School District to take such action and do such things as are required by law in the performance of the official duty of such officials to enable the School District to carry out and perform the covenants and agreements in this Lease agreed to be carried out and performed by the School District.

Section 4.8 Assignment of Lease Payments. Certain of the Corporation's rights under this Lease, including the right to receive and enforce payment of the Lease Payments, Prepayments and Reserve Replenishment Rent to be made by the School District hereunder, is being absolutely and irrevocably assigned to the Trustee, subject to certain exceptions, pursuant to the Assignment Agreement being executed and delivered concurrently herewith, to which assignment the School District hereby consents. The Corporation hereby directs the School District, and the School District hereby agrees, to pay to the Trustee at the Trustee's corporate trust office in Los Angeles, California, or to the Trustee at such other place as the Trustee shall direct in writing, all Lease Payments, Prepayments and Reserve Replenishment Rent payable by the School District hereunder. The Corporation will not assign or pledge the Lease Payments, Prepayments or Reserve Replenishment Rent or other amounts derived from the Property and from its other rights under this Lease except as provided under the terms of this Lease, the Assignment Agreement and the Trust Agreement, or its duties and obligations except as provided under this Lease and any assignment in contravention hereof shall be void.

Section 4.9 Use and Possession. The total Lease Payments, Reserve Replenishment Rent and Additional Payments due in any Fiscal Year shall be for the School District's right to use and possess the Property for such Fiscal Year. During the Term of this Lease, the School District shall be entitled to the exclusive use and possession of the Property, subject only to the Permitted Encumbrances.

Section 4.10 Abatement of Lease Payments and Additional Payments in Event of Loss of Use.

(a) Period. The obligation of the School District to pay Lease Payments, Reserve Replenishment Rent and Additional Payments shall be abated during any period in which by reason of damage, destruction, title defect or taking by eminent domain or condemnation with respect to any portion of the Property there is substantial interference with the School District's right to use and possession of such portion of the Property.

(b) Amount. The amount of such abatement shall be determined by the School District such that the resulting Lease Payments, Reserve Replenishment Rent and Additional Payments represent fair consideration for the School District's right to use and possession of the portion of the Property not damaged, destroyed, or interfered with as a result of title defect or taking. Such abatement shall commence with such damage, destruction or interference by title defect or taking and end with the substantial completion of the replacement or work or repair, or the end of the interference by title defect; provided, however, that during abatement, available moneys on deposit in the Reserve Fund and the Lease Payment Fund, including without limitation proceeds of rental interruption or use and occupancy insurance, shall be applied to pay the Lease Payments.

(c) Repair or Replacement. In the event of an abatement, the School District will use its best efforts to repair or replace the damaged or destroyed or taken portion of the Property, as the case may be, from Net Proceeds, subject to the requirements of Section 6.1 hereof, or special funds of the School District or other moneys the application of which would, in the opinion of Special Counsel addressed to the Trustee, the Insurer, the School District and the Corporation, not result in the obligations of the School District hereunder constituting indebtedness of the School District in contravention of the Constitution and laws of the State.

Section 4.11 Additional Payments. In addition to the Lease Payments, the School District shall also pay such amounts ("Additional Payments") as shall be required for the payment of all administrative costs of the Corporation relating to the Property or the Certificates, including without limitation all expenses, compensation and indemnification of the Trustee payable by the School District under the Trust Agreement, taxes of any sort whatsoever payable by the Corporation as a result of its ownership of the Property or undertaking of the transactions contemplated herein or in the Trust Agreement, fees of auditors, accountants, attorneys or engineers, any and all amounts due to the Insurer and the Reserve Insurer under the Trust Agreement (other than amounts paid by the Insurer and the Reserve Insurer to Certificate Owners under the Policy and the Reserve Policy), and all other necessary administrative costs of the Corporation or charges required to be paid by it in order to maintain its existence or to comply with the terms of the Certificates or of the Trust Agreement, including premiums on insurance maintained pursuant to Article V hereof or to indemnify the Corporation and its employees, officers and directors, and the Trustee.

Section 4.12 Net-Net-Net Lease. This Lease shall be deemed and construed to be a "net-net-net lease" and the School District hereby agrees that the Lease Payments shall be an absolute net return to the Corporation, free and clear of any expenses, taxes, fees, insurance premiums, rebate payments, reserve deposits, costs associated with the Property, charges or set-offs whatsoever, except as expressly provided herein.

ARTICLE V

INSURANCE

Section 5.1 Public Liability and Property Damage.

(a) Coverage. The School District shall maintain or cause to be maintained, throughout the Term hereof, a standard comprehensive general public liability and property damage insurance policy or policies in protection of the School District and the Corporation, their directors, officers, agents and employees. Said policy or policies shall provide for indemnification of said parties against direct or contingent loss or liability for damages for bodily and personal injury, death or property damage occasioned by reason of the use or operation of any School District property or portion thereof.

(b) Limits. Said policy or policies shall provide coverage in the minimum liability limits of $1,000,000 for personal injury or death of each person and $3,000,000 for personal injury or deaths of two or more persons in each accident or event, and in a minimum amount of $150,000 (subject to a deductible clause of not to exceed $75,000) for damage to property resulting from each accident or event. Such public liability and property damage insurance may, however, be in the form of a single limit policy covering all such risks in an amount equal to the liability limits set forth herein.

(c) Joint or Self-Insurance. Such liability insurance, including the deductible, may be maintained as part of or in conjunction with any other insurance coverage carried by the School District, and, subject to compliance with Section 5.6(e) hereof, may be maintained in the form of self-insurance by the School District.

(d) Payment of Net Proceeds. The net proceeds of such liability insurance shall be applied toward extinguishment or satisfaction of the liability with respect to which the insurance proceeds shall have been paid.

Section 5.2 Workers' Compensation. The School District shall also maintain workers' compensation insurance issued by a responsible carrier authorized under the laws of the State to insure its employees against liability for compensation under the Workers' Compensation Insurance and Safety Act now in force in the State, or any act hereafter enacted as an amendment or supplement thereto (with provision for self-insurance of no more than $1,000,000), or may self-insure for such coverage through another self-insurance plan pursuant to Section 5.6(e) hereof.

Section 5.3 Casualty and Theft Insurance.

(a) Casualty and Theft Insurance: Coverage. The School District shall procure and maintain, or cause to be procured and maintained, throughout the Term of this Lease, insurance against loss or damage to any portion of the Property caused by fire and lightning, with extended coverage and theft, vandalism and malicious mischief insurance; provided, however, such coverage need not insure loss as a result of earthquake or flood. Said extended coverage insurance shall, as nearly as practicable, cover loss or damage by explosion, windstorm, riot, aircraft, vehicle damage, fire, smoke and such other hazards as are normally covered by such insurance; provided, however, such coverage does not need to insure against any loss as a result of earthquake or flood.

(b) Amount. Such insurance shall be in an amount (except that such insurance may be subject to deductible clauses of not to exceed $75,000 for any one loss) not less than the greater of (i) the replacement cost of the Property and (ii) the aggregate principal amount of the Certificates at the time Outstanding. Full payment of proceeds up to the required policy dollar limit in connection with damage to the Property shall, under no circumstances, be contingent on the degree of damage at other facilities owned or leased by the School District.

(c) Joint or Self-Insurance. Such insurance may be maintained as part of or in conjunction with any other insurance carried or required to be carried by the School District, and, subject to compliance with Section 5.6(e) hereof, may be maintained in the form of self-insurance by the School District.

(d) Payment of Net Proceeds. The Net Proceeds of such insurance shall be paid to the Trustee and deposited in the Net Proceeds Fund and applied as provided in Section 6.1.

Section 5.4 Rental Interruption or Use and Occupancy Insurance.

(a) Coverage and Amount. The School District shall maintain or cause to be maintained rental interruption or use and occupancy insurance in an amount not less than the maximum remaining scheduled Lease Payments in any future 24-month period, to insure against loss of rental income from the Property caused by perils covered by the insurance required to be maintained as provided in Section 5.3 hereof. Such rental interruption or use and occupancy insurance shall name the Trustee as loss payee.

(b) Joint Insurance. Such insurance may be maintained as part of or in conjunction with any other rental income or use and occupancy insurance carried by the School District.

(c) Payment of Net Proceeds. The net proceeds of such rental interruption or use and occupancy insurance shall be paid to the Trustee and deposited (1) in the Reserve Fund (in payment of any Reserve Replenishment Rent) to make up any deficiencies therein, and (2) in the Lease Payment Fund, to be credited towards the payment of the Lease Payments in the order in which such Lease Payments come due and payable.

(d) Rental Interruption or Use and Occupancy Insurance. Evidence of such rental interruption or use and occupancy insurance policy being in effect shall be sent annually at renewal to the Trustee.

(e) No Self-Insurance. No self-insurance will be permitted with respect to the above requirements for rental interruption or use and occupancy insurance.

Section 5.5 Title Insurance. The School District shall obtain and, throughout the Term of this Lease, maintain or cause to be maintained title insurance on the Property, in the form of an ALTA or CLTA title policy (with Western Regional exceptions), in an amount equal to the aggregate principal amount of the Certificates Outstanding, issued by a company of recognized standing, duly authorized to issue the same, payable to the Trustee, subject only to Permitted Encumbrances. Said policy shall insure (a) the Corporation's ground leasehold estate in the Property under the Site Lease, and (b) the School District's leasehold estate hereunder in the Property, subject only to Permitted Encumbrances. The Net Proceeds of such insurance shall be applied as provided in Section 6.1. The Trustee shall be provided with a title insurance policy in an amount equal to principal amount of the Certificates.

Section 5.6 General Insurance Provisions.

(a) Form of Policies. All policies of insurance required to be procured and maintained pursuant to this Lease (other than the title insurance required by Section 5.5) and any statements of self-insurance shall be in a form certified by an insurance agent, broker or consultant to the School District to comply with the provisions hereof. All such policies shall provide that the School District shall give the Trustee thirty (30) days' notice of each expiration, any intended cancellation thereof or reduction of the coverage provided thereby and, for any policy not in effect as of the date of execution and delivery of the Certificates, shall be provided by carriers rated "A" or better by S&P, or through a reputable joint powers insurance authority or similar entity, unless otherwise consented to by the Insurer. As of the date of the execution and delivery of the Certificates, the Insurer has consented to the School District's then effective insurance policies and its carriers. The School District may obtain its insurance through a joint powers insurance authority or other pooled insurer. If any of the insurance required hereunder is maintained through a joint powers insurance authority of which the School District is a member, then in addition to the deductibles described herein, the joint powers insurance authority may provide for a self-insured retention of not to exceed $1,000,000, or such higher amount as is consented to by the Insurer. Each policy of insurance required to be procured and maintained pursuant to Section 5.3 (regarding casualty and theft insurance), Section 5.4 (regarding rental interruption or use and occupancy insurance) and Section 5.5 (regarding title insurance) shall provide that all proceeds thereunder shall be payable to the Trustee for the benefit of the Owners.

(b) Payment of Premiums. The School District shall pay or cause to be paid when due the premiums for all insurance policies required by this Lease, and shall promptly furnish or cause to be furnished to the Trustee a certificate to such effect, as described in paragraph (d) below.

(c) Protection of the Trustee. The Trustee shall not be responsible for the sufficiency or adequacy of any insurance herein required and shall be fully protected in accepting payment on account of such insurance or any adjustment, compromise or settlement of any loss agreed to by the Trustee.

(d) Evidence of Insurance. The School District shall cause to be delivered to the Trustee and the Insurer annually on or before January 1 a certificate stating that the insurance policies required by this Lease are in full force and effect.

(e) Self Insurance. The School District may only elect to self-insure, if and to the extent such self-insurance method or plan of protection shall afford reasonable protection to the Corporation and the Trustee, in light of all circumstances, giving consideration to cost, availability and similar plans or methods of protection adopted by other school districts in the State other than the School District. Insurance provided through a California joint powers authority of which the School District is a member or with which the School District contracts for insurance shall not be deemed to be self-insurance for purposes hereof. Any self-insurance maintained by the School District pursuant to this Article V shall comply with the following terms:

(i) The self-insurance program shall be approved in writing by an Independent Insurance Consultant;

(ii) The self-insurance program shall include an actuarially sound claims reserve fund out of which each self-insured claim shall be paid; the adequacy of such fund shall be evaluated on an annual basis by an Independent Insurance Consultant; a certified actuarial statement

attesting to the adequacy of such fund shall be delivered to the Trustee on an annual basis and any deficiencies in any self-insured claims reserve fund shall be remedied in accordance with the recommendation of such Independent Insurance Consultant;

(iii) The self-insured claims reserve fund shall be held in a separate trust fund by an independent trustee, which may be the Trustee;

(iv) In the event the self-insurance program shall be discontinued, the actuarial soundness of its claims reserve fund, as determined by an Independent Insurance Consultant, shall be maintained; and

(v) No self-insurance will be permitted with respect to the requirements for title insurance, rental interruption or use and occupancy insurance.

Section 5.7 Cooperation. The Corporation shall cooperate fully with the School District at the expense of the School District in filing any proof of loss with respect to any insurance policy maintained pursuant to this Article and in the prosecution or defense of any prospective or pending condemnation proceeding with respect to the Property or any portion thereof.

ARTICLE VI

DAMAGE, DESTRUCTION AND EMINENT DOMAIN; USE OF NET PROCEEDS

Section 6.1 Application of Net Proceeds.

(a) Deposit in Net Proceeds Fund. The School District shall remit promptly to the Trustee any Net Proceeds received by the School District and the Trustee, pursuant to Section 7.01 of the Trust Agreement, shall deposit in the Net Proceeds Fund the Net Proceeds of insurance which it receives as provided in Section 5.3 (regarding casualty and theft insurance) and Section 5.5 (regarding title insurance) promptly upon receipt thereof. The School District and/or the Corporation shall transfer to the Trustee any of such Net Proceeds received by the School District and/or Corporation in the event of any accident, destruction, theft or taking by eminent domain or condemnation with respect to the Property, for deposit in the Net Proceeds Fund.

(b) Disbursement for Replacement or Repair of the Property. Upon receipt of the prior written consent of the Insurer and the certification described in paragraph (i) below and the requisition described in paragraph (ii) below, the Trustee shall disburse moneys in the Net Proceeds Fund to the person, firm or corporation named in the requisition as provided in Section 7.02 of the Trust Agreement.

(i) Certification. The School District Representative must certify to the Corporation and the Trustee that:

(A) Sufficiency of Net Proceeds. The Net Proceeds available for such purpose, together with any other funds supplied by the School District to the Trustee in a subaccount of the Net Proceeds Fund for such purpose, are expected to equal at least 110% (or such lesser percentage as may be consented to by the Insurer) of the projected costs of replacement or repair, as demonstrated in an attached reconstruction budget, and

(B) Timely Completion. In the event that damage, destruction or interference by title defect or taking results or is expected to result in an abatement of Lease Payments, such replacement or repair can be fully completed within a period not in excess of the period in which rental interruption or use and occupancy insurance proceeds, as described in Section 5.4 together with other available moneys identified by the School District, will be available to pay in full all Lease Payments coming due during such period as demonstrated in an attached reconstruction schedule.

(ii) Requisition. The School District Representative must state with respect to each payment to be made (1) the requisition number, (2) the name and address of the person, firm or corporation to whom payment is due, (3) the amount to be paid and (4) that each obligation mentioned therein has been properly incurred, is a proper charge against the Net Proceeds Fund, has not been the basis of any previous withdrawal, and specifying in reasonable detail the nature of the obligation. Each such requisition shall be sufficient evidence to the Trustee of the facts stated therein and the Trustee shall have no duty to confirm the accuracy of such facts.

Any balance of the Net Proceeds remaining in the Net Proceeds Fund after such replacement or repair has been completed shall, with the prior written consent of the Insurer, be disbursed to the School District. Any amounts remaining in the Net Proceeds Fund after payment or provision for payment of all Certificates shall be paid to the School District as provided in Section 7.02 of the Trust Agreement.

(c) Disbursement for Prepayment. If the School District Representative notifies the Trustee in writing of the School District's determination that the certification provided in Section 6.1(b)(i) cannot be made or that replacement or repair of any portion of the Property is not economically feasible or in the best interest of the School District, then the Trustee shall promptly transfer the Net Proceeds to the Prepayment Fund as provided in Section 7.02 of the Trust Agreement and apply them to prepayment of the Certificates as provided in Section 4.02 of the Trust Agreement and prepayment of Lease Payments as provided in Section 10.2 hereof; provided that in the event of damage or destruction in whole of the Property and in the event such Net Proceeds, together with funds then on hand in the Lease Payment Fund and Reserve Fund, are not sufficient to prepay all the Certificates then Outstanding, then the School District shall, in accordance with Section 4.10(c) hereof, use its best efforts to repair or replace the Property from Net Proceeds and other lawfully available funds of the School District, unless the Insurer consents to a prepayment of a portion of the Certificates from available Net Proceeds.

ARTICLE VII

COVENANTS WITH RESPECT TO THE PROPERTY

Section 7.1 Use of the Property. The School District represents and warrants that it has an immediate need for, and expects to make immediate use of, all of the Property, which need is not temporary or expected to diminish in the foreseeable future.

Section 7.2 Interest in the Property and the Lease.

(a) Corporation Holds Leasehold Interest During Term. During the Term of this Lease, the Corporation does and shall hold a leasehold interest in the Property pursuant to the Site Lease. The School District shall take any and all actions reasonably required, including but not limited

to executing and filing any and all documents reasonably required, to maintain and evidence such title and interest at all times during the Term of this Lease.

(b) Title Transferred to School District at End of Term. Upon expiration of the Term as provided in Section 4.2(b) or 4.2(c) hereof, all right, title and interest of the Corporation in and to all of the Property pursuant to this Lease shall be transferred to and vest in the School District, without the necessity of any additional document of transfer.

Section 7.3 Reserved.

Section 7.4 Quiet Enjoyment. During the Term, the Corporation shall provide the School District with quiet use and enjoyment of the Property, and the School District shall during such Term peaceably and quietly have and hold and enjoy the Property, without suit, trouble or hindrance from the Corporation, or any person or entity claiming under or through the Corporation except as expressly set forth in this Lease. The Corporation will, at the request of the School District, join in any legal action in which the School District asserts its right to such possession and enjoyment to the extent the Corporation may lawfully do so. Notwithstanding the foregoing, the Corporation shall have the right to inspect the Property as provided in Section 7.6 hereof.

Section 7.5 Installation of School District's Personal Property. The School District may at any time and from time to time, in its sole discretion and at its own expense, install or permit to be installed other items of equipment or other personal property in or upon any portion of the Property. All such items shall remain the sole personal property of the School District, regardless of the manner in which the same may be affixed to such portion of the Property, in which neither the Corporation nor the Trustee shall have any interest, and may be modified or removed by the School District at any time; provided that the School District shall repair and restore any and all damage to such portion of the Property resulting from the installation, modification or removal of any such items of equipment. Nothing in this Lease shall prevent the School District from purchasing items to be installed pursuant to this Section, provided that no lien or security interest shall attach to any part of the Property.

Section 7.6 Access to the Property. The School District agrees that the Corporation, any Corporation Representative and the Corporation's successors, assigns or designees shall have the right at all reasonable times to enter upon the Property or any portion thereof to examine and inspect the Property. The School District further agrees that the Corporation, any such Corporation Representative, and the Corporation's successors, assigns or designees shall have such rights of access to the Property as may be reasonably necessary to cause the proper maintenance of the Property in the event of failure by the School District to perform its obligations hereunder.

Section 7.7 Maintenance, Utilities, Taxes and Assessments.

(a) Maintenance; Repair and Replacement. Throughout the Term of this Lease, as part of the consideration for the rental of the Property, all repair and maintenance of the Property shall be the responsibility of the School District, and the School District shall pay for or otherwise arrange for the payment of the cost of the repair and replacement of the Property resulting from ordinary wear and tear or want of care on the part of the School District or any sublessee thereof. In exchange for the Lease Payments herein provided, the Corporation agrees to provide only the Property, as hereinbefore more specifically set forth. The School District waives the benefits of subsections 1 and 2 of Section 1932 and subsection 4 of Section 1933 of the California Civil Code, but such waiver shall not limit any of the rights of the School District under the terms of this Lease.

(b) Tax and Assessments; Utility Charges. The School District shall also pay or cause to be paid all taxes and assessments, including but not limited to utility charges, of any type or nature charged to the Corporation or the School District or levied, assessed or charged against any portion of the Property or the respective interests or estates therein; provided that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, the School District shall be obligated to pay only such installments as are required to be paid during the Term of this Lease as and when the same become due.

(c) Contests. The School District may, at its expense and in its name, in good faith contest any such taxes, assessments, utility and other charges upon notice to the Insurer and, in the event of any such contest, may permit the taxes, assessments or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom; provided that prior to such nonpayment it shall furnish the Corporation and the Trustee with the opinion of an Independent Counsel acceptable to the Corporation and the Insurer, to the effect that, by nonpayment of any such items, the interest of the Corporation in such portion of the Property will not be materially endangered and that the Property will not be subject to loss or forfeiture. Otherwise, the School District shall promptly pay such taxes, assessments or charges or make provisions for the payment thereof in form satisfactory to the Corporation. The Corporation will cooperate fully in such contest, upon the request and at the expense of the School District. The School District shall pay any contested amount if requested in writing by the Insurer to do so.

Section 7.8 Modification of the Property.

(a) Additions, Modifications and Improvements. The School District shall, at its own expense, have the right to make additions, modifications, and improvements to any portion of the Property if such improvements are necessary or beneficial for the use of such portion of the Property. All such additions, modifications and improvements shall thereafter comprise part of the Property and be subject to the provisions of this Lease. Such additions, modifications and improvements shall not in any way cause an abatement of Lease Payments with respect to the Property or cause it to be used for purposes other than those authorized under the provisions of State and federal law or in any way which would impair the State tax-exempt status or the exclusion from gross income for federal income tax purposes of the Interest Component evidenced by the Certificates; and the Property, upon completion of any additions, modifications and improvements made pursuant to this Section, shall be of a value which is not substantially less than the value of the Property immediately prior to the making of such additions, modifications and improvements.

(b) No Liens. Except for Permitted Encumbrances, the School District will not permit any mechanic's or other lien to be established or remain against the Property for labor or materials furnished in connection with any additions, modifications or improvements made by the School District pursuant to this Section; provided that if any such lien is established and the School District shall first notify or cause to be notified the Corporation of the School District's intention to do so, the School District may in good faith contest any lien filed or established against the Property, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom and shall provide the Corporation with full security against any loss or forfeiture which might arise from the nonpayment of any such item, in form satisfactory to the Trustee (as assignee of the Corporation). The Corporation will cooperate fully in any such contest, upon the request and at the expense of the School District.

(c) Replacements, Redevelopment and Renovation. The School District shall, at its own expense, have the right to make replacements, redevelopment or renovation, to the extent that such replacement, redevelopment or renovation would result in the temporary abatement of Lease Payments as provided in Section 4.10 hereof, of all or a portion of the Property if the following conditions precedent are satisfied:

(i) The School District receives an opinion of Special Counsel, a copy of which the School District shall furnish to the Corporation, the Insurer and the Trustee, that (1) such replacement does not adversely affect the exclusion from gross income for federal income tax purposes of the Interest Component evidenced by the Certificates or the State tax-exempt status of the Interest Components evidenced by the Certificates, and (2) the Lease will remain the legal, valid, binding and enforceable obligation of the School District;

(ii) The School District shall have notified each rating agency then providing a rating on the Certificates and shall deposit moneys with the Trustee in advance for payment of Lease Payments from special funds of the School District or other moneys, the application of which would not, in the opinion of Special Counsel (a copy of which shall have been delivered to the Trustee and the Insurer), result in such Lease Payments constituting indebtedness of the School District in contravention of the Constitution and laws of the State;

(iii) The School District shall certify to the Trustee and the Insurer that it has sufficient funds to complete such replacement, redevelopment or renovation; and

(iv) In the case of replacement or redevelopment, the School District, the Insurer and the Trustee shall receive (i) an independent MAI appraisal or (ii) a certificate of a School District Representative supporting an insured/replacement value that can demonstrate that the annual fair rental value of the replacements will be at least equal to the lesser of (1) the annual fair rental value of the Property immediately prior to such replacement or redevelopment, or (2) 150% of the maximum annual Lease Payments under the Lease.

(v) In the case of a replacement of the Property, the Insurer shall have consented in writing to such replacement.

Section 7.9 Encumbrances; Alternative Financing Methods.

(a) Encumbrances. Except as provided in this Article VII (including without limitation Section 7.8 hereof and this Section 7.9), the School District shall not, directly or indirectly, create, incur, assume or suffer to exist any mortgage, pledge, liens, charges, encumbrances or claims, as applicable, on or with respect to the Property, other than Permitted Encumbrances and other than the respective rights of the Corporation and the School District as herein provided. Except as expressly provided in this Article VII, the School District shall promptly, at its own expense, take such action as may be necessary to duly discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim, for which it is responsible, if the same shall arise at any time; provided that the School District may contest such liens if it desires to do so, if it provides security to the Trustee against any loss or forfeiture. The School District shall reimburse the Corporation for any expense incurred by it in order to discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim.

(b) Alternative Financing Methods. Notwithstanding the foregoing, the School District may (with the prior written consent of the Insurer) create or suffer to create any mortgage,

pledge, liens, charges, encumbrances or claims upon the Property or any improvements thereto, provided that (1) any such mortgage, pledge, liens, charges, encumbrances or claims shall at any time while any of the Certificates remain Outstanding be and remain subordinate in all respects to the Site Lease and Lease and any security interest given to the Trustee for the benefit of the Owners and (2) the School District shall have first delivered to the Trustee and the Insurer an opinion of Special Counsel substantially to the effect that such mortgage, pledge, liens, charges, encumbrances or claims would not result in the inclusion of the Interest Component evidenced by the Certificates in the gross income of the owners of the Certificates for purposes of federal income taxation or impair the State tax-exempt status of such payments.

Section 7.10 Corporation's Disclaimer of Warranties. THE CORPORATION MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY THE SCHOOL DISTRICT OF THE PROPERTY, OR ANY PORTION THEREOF. THE SCHOOL DISTRICT ACKNOWLEDGES THAT THE CORPORATION IS NOT A MANUFACTURER OF PORTIONS OF THE PROPERTY, AND THAT THE SCHOOL DISTRICT IS LEASING THE PROPERTY AS IS. In no event shall the Corporation be liable for incidental, indirect, special or consequential damages, in connection with or arising out of this Lease, the Site Lease, the Assignment Agreement or the Trust Agreement for the existence, furnishing, functioning or School District's use and possession of the Property.

Section 7.11 School District's Right to Enforce Warranties of Vendors or Contractors. The Corporation hereby irrevocably appoints the School District as its agent and attorney-in-fact during the Term of this Lease, so long as the School District shall not be in default hereunder, to assert from time to time whatever claims and rights, including without limitation, warranty claims, claims for indemnification and claims for breach of any representations, respecting the Property which the Corporation may have against any vendor or contractor. The School District's sole remedy for the breach of any such warranty, indemnification or representation shall be against the vendor or contractor with respect thereto, and not against the Corporation, nor shall such matter have any effect whatsoever on the rights and obligations of the Corporation with respect to this Lease, including the right to receive full and timely Lease Payments and all other payments due hereunder. The School District shall be entitled to retain any and all amounts recovered as a result of the assertion of any such claims and rights. The Corporation shall, upon the School District's request and at the School District's expense, do all things and take all such actions as the School District may request in connection with the assertion of any such claims and rights.

Section 7.12 Addition to, Substitution or Release of the Property. The School District, with the prior written consent of the Insurer, shall have the right to add additional real property to the Property described in Exhibit B hereto for the purpose of effecting the execution and delivery of Additional Certificates, as permitted by Section 2.15 of the Trust Agreement.

In addition, the School District, with the prior written consent of the Insurer, shall have the right to substitute alternate real property for any portion of the Property described in Exhibit B hereto or to release a portion of the Property from the lien of this Lease by providing the Trustee with a supplement to this Lease substantially in the form attached as Exhibit D hereto and by satisfying the conditions set forth in paragraph (a) through (h), inclusively, of this Section 7.12. All costs and expenses incurred in connection with such substitution or release shall be borne by the School District. Notwithstanding any substitution or release pursuant to this Section, there shall be no reduction in or

abatement of the Lease Payments due from the School District hereunder as a result of such substitution or release. No substitution or release shall be permitted hereunder unless:

(a) any substituted property is free from any liens, other than Permitted Encumbrances, as certified by the School District in a certificate delivered to the Trustee;

(b) the School District provides prior written notice thereof to each rating agency then rating the Certificates;

(c) either: (i) an independent MAI or equivalent certified real estate appraiser selected by the School District finds (and delivers a certificate to the School District and the Trustee setting forth its findings), or (ii) the School District presents documentation of insured/replacement value which demonstrates that the real property remaining after such substitution or release (a) has a fair rental value in each Fiscal Year during the remaining Term greater than or equal to the Lease Payments due in such Fiscal Year such that the Lease Payments payable by the School District pursuant to this Lease will not be reduced, and (b) has an equivalent or greater useful life as the Property to be released and that the useful life of the substituted real Property exceeds the remaining Term;

(d) with respect to a substitution, the School District obtains or causes to be obtained an ALTA or CLTA title insurance policy (with Western Regional exceptions) with endorsement so as to be payable to the Trustee for the benefit of the Owners. Such policy shall comply with Section 5.5 hereof, shall be in a form satisfactory to the Insurer and the Corporation, shall be in the amount equal to the Principal Component of Lease Payments attributable to the substituted real property, and shall insure all interests required under Section 5.5, as applicable, to the substituted real property;

(e) the School District provides the Corporation, the Insurer and the Trustee with an opinion of Special Counsel that such substitution or release does not cause, in and of itself, the Interest Component evidenced by the Certificates to be included in gross income for federal income tax purposes;

(f) the School District shall give, or cause to be given, any notice of the occurrence of such substitution or release required to be given pursuant to the Continuing Disclosure Certificate;

(g) upon any substitution or release, the School District, the Corporation and the Trustee shall execute and the School District shall record with the office of the County Recorder, County of San Diego, California, any document necessary to reconvey to the School District any portion of the Property being released and to include the substituted real property and/or improvements thereon as all or a portion of the Property; and

(h) the School District shall certify to the Trustee and the Insurer that any substituted real property is of approximately the same degree of essentiality to the School District as the Property being released.

Section 7.13 Compliance with Law, Regulations, Etc.

(a) The School District has, after due inquiry, no knowledge and has not given or received any written notice indicating that the Property or the past or present use thereof or any practice, procedure or policy employed by it in the conduct of its business materially violates any

applicable law, regulation, code, order, rule, judgment or consent agreement, including, without limitation, those relating to zoning, building, use and occupancy, fire safety, health, sanitation, air pollution, ecological matters, environmental protection, hazardous or toxic materials, substances or wastes, conservation, parking, architectural barriers to the handicapped, or restrictive covenants or other agreements affecting title to the Property (collectively, "Laws and Regulations"). Without limiting the generality of the foregoing, neither the School District nor to the best of its knowledge, after due inquiry, any prior or present owner, tenant or subtenant of the Property has, other than as set forth in subsections (a) and (b) of this Section or as may have been remediated in accordance with Laws and Regulations, (i) used, treated, stored, transported or disposed of any material amount of flammable explosives, polychlorinated biphenyl compounds, heavy metals, chlorinated solvents, cyanide, radon, petroleum products, asbestos or any Asbestos Containing Materials, methane, radioactive materials, pollutants, hazardous materials, hazardous wastes, hazardous, toxic, or regulated substances or related materials, as defined in CERCLA, RCRA, CWA, CAA, TSCA and Title III, and the regulations promulgated pursuant thereto, and in all other Environmental Regulations applicable to the School District, the Property or the business operations conducted by the School District thereon (collectively, "Hazardous Materials") on, from or beneath the Property, (ii) pumped, spilled, leaked, disposed of, emptied, discharged or released (hereinafter collectively referred to as "Release") any material amount of Hazardous Materials on, from or beneath the Property, or (iii) stored any material amount of petroleum products at the Property in underground storage tanks.

(b) Excluded from the representations and warranties in subsection (a) hereof with respect to Hazardous Materials are those Hazardous Materials in those amounts ordinarily found in the inventory of, or used in the maintenance of school and school related buildings, the use, treatment, storage, transportation and disposal of which has been and shall be in compliance with all Laws and Regulations.

(c) No portion of the Property located in an area of high potential incidence of radon has an unventilated basement or subsurface portion which is occupied or used for any purpose other than the foundation or support of the improvements to the Property.

Section 7.14 Environmental Compliance.

(a) The School District shall not use or permit the Property or any part thereof to be used to generate, manufacture, refine, treat, store, handle, transport or dispose of, transfer, produce or process Hazardous Materials, except, and only to the extent, if necessary to maintain the improvements on the Property and then, only in compliance with all Environmental Regulations, and any state equivalent laws and regulations, nor shall it permit, as a result of any intentional or unintentional act or omission on its part or by any tenant, subtenant, licensee, guest, invitee, contractor, employee and agent, the storage, transportation, disposal or use of Hazardous Materials or the Release or threat of Release of Hazardous Materials on, from or beneath the Property or onto any other property excluding, however, those Hazardous Materials in those amounts ordinarily found in the inventory of a unified school district, the use, storage, treatment, transportation and disposal of which shall be in compliance with all Environmental Regulations. Upon the occurrence of any Release or threat of Release of Hazardous Materials, the School District shall promptly commence and perform, or cause to be commenced and performed promptly, without cost to the Trustee, all investigations, studies, sampling and testing, and all remedial, removal and other actions necessary to clean up and remove all Hazardous Materials so released, on, from or beneath the Property or other property, in compliance with all Environmental Regulations. Notwithstanding anything to the contrary contained herein,

underground storage tanks shall only be permitted subject to compliance with subsection (d) and only to the extent necessary to maintain the improvements on the Property.

(b) The School District shall comply with, and shall cause all tenants, subtenants, licensees, guests, invitees, contractors, employees and agents on the Property to comply with, all Environmental Regulations, and shall keep the Property free and clear of any liens imposed pursuant thereto; provided, however, that notwithstanding that a portion of this covenant is limited to the School District's use of its best efforts, the School District shall remain solely responsible for ensuring such compliance and such limitation shall not diminish or affect in any way the School District's obligations contained in subsection (c) hereof as provided in subsection (c) hereof. Upon receipt of any notice from any person with regard to the Release of Hazardous Materials on, from or beneath the Property, the School District shall give prompt written notice thereof to the Trustee prior to the expiration of any period in which to respond to such notice under any Environmental Regulation.

(c) Irrespective of whether any representation or warranty contained in Section 7.13 is not true or correct, the School District shall, to the extent permitted by law, defend, indemnify and hold harmless the Trustee, the Insurer, the Owners, their partners, depositors and each of their respective employees, agents, officers, directors, trustees, successors and assigns, from and against any claims, demands, penalties, fines, attorneys' fees (including, without limitation, attorneys' fees and expenses incurred to enforce the indemnification contained in this Section 7.14, consultants' fees, investigation and laboratory fees, liabilities, settlements (five Business Days' prior notice of which the Trustee or the Insurer shall have delivered to the School District), court costs, damages, losses, costs or expenses of whatever kind or nature, known or unknown, contingent or otherwise, occurring in whole or in part, arising out of, or in any way related to, (i) the presence, disposal, release, threat of release, removal, discharge, storage or transportation of any Hazardous Materials on, from or beneath the Property, (ii) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such Hazardous Materials, (iii) any lawsuit brought or threatened, settlement reached (five Business Days' prior notice of which the Trustee shall have delivered to the School District), or governmental order relating to Hazardous Materials on, from or beneath the Property, (iv) any violation of Environmental Regulations or subsection (a) or (b) hereof by it or any of its agents, tenants, employees, contractors, licensees, guests, subtenants or invitees, and (v) the imposition of any governmental lien for the recovery of environmental cleanup or removal costs. To the extent that the School District is strictly liable under any Environmental Regulation, its obligation to the Owners and the other indemnitees under the foregoing indemnification shall likewise be without regard to fault on its part with respect to the violation of any Environmental Regulation which results in liability to any indemnitee. The obligations and liabilities under this Section 7.14(c) shall survive the payment and satisfaction of all Certificates, and with regard to the Trustee the resignation and removal of the Trustee.

(d) The School District shall conform to and carry out a reasonable program of maintenance and inspection of all underground storage tanks, and shall maintain, repair, and replace such tanks only in accordance with laws and regulations, including but not limited to Environmental Regulations.

Section 7.15 Condemnation of Property. The School District hereby covenants and agrees, to the extent it may lawfully do so, that so long as any of the Certificates remain outstanding and unpaid, the School District will not exercise the power of condemnation with respect to the Property. The School District further covenants and agrees, to the extent it may lawfully do so, that if for any reason the foregoing covenant is determined to be unenforceable or if the School District shall

fail or refuse to abide by such covenant and condemns the Property, then the appraised value of the Property shall not be less than (i) if such Certificates are then subject to prepayment, the Principal Component and Interest Component of the Certificates outstanding through the date of their prepayment, or (ii) if such Certificates are not then subject to prepayment, the amount necessary to defease the Certificates to the first available prepayment date in accordance with the Trust Agreement.

ARTICLE VIII

ASSIGNMENT, SUBLEASING AND AMENDMENT

Section 8.1 Assignment by the Corporation. Except as provided herein, in the Trust Agreement and the Assignment Agreement, the Corporation will not assign this Lease to any other person, firm or corporation so as to impair or violate the representations, covenants and warranties contained in Section 2.2 hereof and any assignment in contravention hereof shall be void.

Section 8.2 Subleasing by the School District. In the event that the Property is subleased by the School District, the obligation to make Lease Payments hereunder shall remain the obligation of the School District.

The School District may sublease all or any portion of the Property (with the prior written consent of the Insurer), so long as such sublease does not, in the opinion of Special Counsel, adversely affect (i) the exemption from State personal income tax or the exclusion from gross income for federal income tax of the Interest Component evidenced by the Certificates, or (ii) affect the validity of this Lease, subject to all of the following conditions:

(a) This Lease and the obligation of the School District to make Lease Payments hereunder shall remain obligations of the School District, as acknowledged in an officer's certificate delivered to the Trustee and the Insurer; and

(b) The School District shall, within thirty (30) days after the delivery thereof, furnish or cause to be furnished to the Corporation, the Insurer, the Trustee and S&P or Moody's a true and complete copy of such sublease; and

(c) Any sublease of the Property by the School District shall expressly provide that such sublease is subject to all rights of the Corporation under this Lease Agreement, including the right to re-enter and re-let the Property or terminate this Lease Agreement in the event of a default by the School District.

Section 8.3 Amendments and Modifications. This Lease may be amended or any of its terms modified with the written consent of the School District, the Insurer and the Trustee (as assignee of the Corporation), in accordance with Article X of the Trust Agreement.

ARTICLE IX

EVENTS OF DEFAULT AND REMEDIES

Section 9.1 Events of Default Defined. The following shall be "events of default" under this Lease and the terms "events of default" and "default" shall mean, whenever they are used in this Lease, any one or more of the following events:

(a) Payment Default.

(i) Lease Payments. Failure by the School District to pay any Lease Payment required to be paid hereunder by the corresponding Lease Payment Deposit Date; and

(ii) Reserve Replenishment Rent. Failure by the School District to timely pay any Reserve Replenishment Rent, if and when required by Section 4.4(d) hereof.

(b) Covenant Default. Failure by the School District to observe and perform any warranty, covenant, condition or agreement on its part to be observed or performed herein or otherwise with respect hereto or in the Trust Agreement or in the Site Lease, other than as referred to in clause (a) of this Section, for a period of 30 days after written notice specifying such failure and requesting that it be remedied has been given to the School District by the Corporation, the Trustee, the Insurer or the Owners of not less than twenty percent (20%) in aggregate principal amount of Certificates then Outstanding; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, the Corporation, the Trustee, the Insurer or such Owners, as the case may be, shall not unreasonably withhold their consent to an extension of such time if corrective action is instituted by the School District within the applicable period and diligently pursued until the default is corrected, except that such grace period shall not exceed 60 days without the prior written consent of the Insurer.

(c) Bankruptcy or Insolvency. The filing by the School District of a case in bankruptcy, or the subjection of any right or interest of the School District under this Lease to any execution, garnishment or attachment, or adjudication of the School District as a bankrupt, or assignment by the School District for the benefit of creditors, or the entry by the School District into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to the School District in any proceedings instituted under the provisions of the federal bankruptcy code, as amended, or under any similar act which may hereafter be enacted.

Section 9.2 Remedies on Default. Whenever any event of default referred to in Section 9.1 hereof shall have happened and be continuing, it shall be lawful for the Corporation to exercise any and all remedies available pursuant to law or granted pursuant to this Lease. Notwithstanding anything herein or in the Trust Agreement to the contrary, THERE SHALL BE NO RIGHT UNDER ANY CIRCUMSTANCES TO ACCELERATE THE LEASE PAYMENTS OR OTHERWISE DECLARE ANY LEASE PAYMENTS NOT THEN IN DEFAULT TO BE IMMEDIATELY DUE AND PAYABLE. After the occurrence of an event of default hereunder, the School District will surrender possession of the Property to the Corporation, if requested to do so by the Corporation, the Trustee or the Owners, in accordance with the provisions of this Section 9.2. So long as the Insurer is not in default under the Insurance Policy, the Insurer, acting alone, shall have the right to direct and control all remedies upon an event of default including, without limitation, the election to terminate or not to terminate this Lease.

(a) No Termination: Repossession and Re-Lease on Behalf of School District. In the event the Corporation does not elect to terminate this Lease in the manner hereinafter provided for in subparagraph (b) hereof, the Corporation may, with the consent of the School District, which consent is hereby irrevocably given, repossess the Property and re-lease it for the account of the School District, in which event the School District's obligation will accrue from year to year in accordance with this Lease and the School District will continue to receive the value of the use of the Property from year to year in the form of credits against its obligation to pay Lease Payments. The obligations of the School District shall remain the same as prior to such default, to pay Lease Payments, Additional Payments

and Reserve Replenishment Rent whether the Corporation re-enters or not. The School District agrees to and shall remain liable for the payment of all Lease Payments, Additional Payments and Reserve Replenishment Rent and the performance of all conditions contained herein and shall reimburse the Corporation for any deficiency arising out of the re-leasing of the Property, or, in the event the Corporation is unable to re-lease the Property, then for the full amount of all Lease Payments, Additional Payments and Reserve Replenishment Rent to the end of the Term of this Lease, but said Lease Payments, Additional Payments and Reserve Replenishment Rent and/or deficiency shall be payable only at the same time and in the same manner as provided above for the payment of Lease Payments, Additional Payments and Reserve Replenishment Rent hereunder, notwithstanding such repossession by the Corporation or any suit brought by the Corporation for the purpose of effecting such repossession of the Property or the exercise of any other remedy by the Corporation.

The School District hereby irrevocably appoints the Corporation as the agent and attorney-in-fact of the School District to repossess and re-lease the Property in the event of default by the School District in the performance of any covenants contained herein to be performed by the School District and to remove all personal property whatsoever situated upon the Property, to place such property in storage or other suitable place in the County of San Diego, for the account of and at the expense of the School District, and the School District hereby exempts and agrees to save harmless the Corporation from any costs, loss or damage whatsoever arising or occasioned by any such repossession and re-leasing of the Property. The School District hereby waives any and all claims for damage caused or which may be caused by the Corporation in repossessing the Property as provided herein and all claims for damages that may result from the destruction of or the injury to the Property and all claims for damages to or loss of any property belonging to the School District that may be in or upon the Property.

The School District agrees that the terms of this Lease constitute full and sufficient notice of the right of the Corporation to re-lease the Property in the event of such repossession without effecting a surrender of this Lease, and further agrees that no acts of the Corporation in effecting such re-leasing shall constitute a surrender or termination of this Lease irrespective of the term for which such re-leasing is made or the terms and conditions of such re-leasing, or otherwise, but that, on the contrary, in the event of such default by the School District the right to terminate this Lease shall vest in the Corporation to be effected in the sole and exclusive manner provided for in subparagraph (b) below.

The School District shall retain the portion of rental obtained by the Trustee, as assignee of the Corporation, that is in excess of the Lease Payments, Additional Payments and Reserve Replenishment Rent, the fees, expenses and costs of the Trustee of re-leasing the Property, and all amounts payable by the School District under this Lease and the Trust Agreement.

In the event that the liability of the School District under this subsection (a) is held by a court of competent jurisdiction to constitute indebtedness or liability in any year exceeding in any year the income and revenue provided for such year, the Corporation, or the Trustee or the Owners, as assignees of the Corporation, shall not exercise the remedies provided in this subsection (a).

(b) Termination: Repossession and Re-Lease. In the event of the termination of this Lease by the Corporation at its option and in the manner hereinafter provided on account of default by the School District (and notwithstanding any repossession of the Property by the Corporation in any manner whatsoever or the re-leasing of the Property), the School District nevertheless agrees to pay to the Corporation all costs, losses or damages howsoever arising or occurring payable at the same time

and in the same manner as is provided herein in the case of payment of Lease Payments, Additional Payments and Reserve Replenishment Rent. Any proceeds of the re-lease or other disposition of the Property by the Corporation shall be deposited into the Lease Payment Fund and be applied in accordance with the provisions of Section 5.03 of the Trust Agreement. Any surplus received by the Trustee, as assignee of the Corporation, from such re-leasing over total Lease Payments, Additional Payments and Reserve Replenishment Rent that would have been due hereunder and the fees, expenses and costs of the Trustee as assignee of the Corporation on re-leasing the Property shall be remitted to the School District. Neither notice to pay rent or to deliver up possession of the Property given pursuant to law nor any proceeding taken by the Corporation to recover possession of the Property shall of itself operate to terminate this Lease, and no termination of this Lease on account of default by the School District shall be or become effective by operation of law, or otherwise, unless and until the Corporation shall have given written notice to the School District of the election on the part of the Corporation to terminate this Lease. The School District covenants and agrees that no surrender of the Property for the remainder of the Term hereof or any termination of this Lease shall be valid in any manner or for any purpose whatsoever unless stated or accepted by the Corporation by such written notice. No such termination shall be effected either by operation of law or act of the parties hereto, except only in the manner herein expressly provided.

(c) Opinion of Special Counsel. The re-leasing of the Property as provided herein shall be subject to the opinion of Special Counsel that such re-leasing will not cause the Interest Component evidenced by the Certificates to be subject to State personal income tax or adversely affect the exclusion of such Interest Component from gross income for federal income tax purposes.

(d) No Termination: Collection of Lease Payments. In the event the Corporation does not elect to terminate this Lease in the manner provided for in subparagraph (b) above or to exercise its right to re-enter and re-lease in subparagraph (a) above, the Corporation may collect each installment of Lease Payments as the same become due and enforce any other terms or provisions hereof to be kept or performed by the School District, regardless of whether or not the School District has abandoned the Property.

(e) Other Remedies. In addition to the other remedies set forth in this Section, upon the occurrence of an event of default, the Corporation and its assignee shall be entitled to proceed to protect and enforce the rights vested in the Corporation and its assignee by this Lease Agreement or by law. The provisions of this Lease Agreement and the duties of the School District and of its board, officers or employees shall be enforceable by the Corporation or its assignee by mandamus or other appropriate suit, action or proceeding in any court of competent jurisdiction. Without limiting the generality of the foregoing, the Corporation and its assignee shall have the right to bring the following actions:

(i) Accounting. By action or suit in equity to require the School District and its board, officers and employees and its assigns to account as the trustee of an express trust.

(ii) Injunction. By action or suit in equity to enjoin any acts or things which may be unlawful or in violation of the rights of the Corporation or its assignee.

(iii) Mandamus. By mandamus or other suit, action or proceeding at law or in equity to enforce the Corporation's or its assignee's rights against the School District (and its board, officers and employees) and to compel the School District to perform and carry out its duties and obligations under the law and its covenants and agreements with the School District as provided herein.

Section 9.3 No Remedy Exclusive. No remedy conferred herein upon or reserved to the Corporation is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Corporation to exercise any remedy reserved to it in this Article it shall not be necessary to give any notice, other than such notice as may be required in this Article or by law.

Section 9.4 Agreement to Pay Attorneys' Fees and Expenses. In the event either party to this Lease should default under any of the provisions hereof and the nondefaulting party should employ attorneys or incur other expenses for the collection of moneys or the enforcement of performance or observance of any obligation or agreement on the part of the defaulting party contained herein, the defaulting party agrees that it will pay on demand to the nondefaulting party the reasonable fees of such attorneys and such other expenses so incurred by the nondefaulting party.

Section 9.5 No Additional Waiver Implied by One Waiver. In the event any agreement contained in this Lease should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 9.6 Application of the Proceeds from the Re-Lease of the Property. All amounts received by the Corporation under this Article IX shall, subject to Section 13.03 of the Trust Agreement, be deposited by the Trustee in the Lease Payment Fund and credited towards the Lease Payments in order of Lease Payment Deposit Dates.

Section 9.7 Trustee and Owners to Exercise Rights. Such rights and remedies as are given to the Corporation under this Article IX have been absolutely and irrevocably assigned by the Corporation to the Trustee under the Assignment Agreement, to which assignment the School District hereby consents. Such rights and remedies shall be exercised by the Trustee and the Owners as provided in the Trust Agreement. To the extent that this Lease confers upon or gives or grants the Trustee any right, remedy or claim under or by reason of this Lease, the Trustee is hereby explicitly recognized as being a third-party beneficiary hereunder and may enforce any such right, remedy or claim conferred, given or granted hereunder.

Section 9.8 Assignee of Corporation. All references to the Corporation in this Article IX shall refer to its assignee following the Corporation's assignment of its rights hereunder.

ARTICLE X

PREPAYMENT OF LEASE PAYMENTS

Section 10.1 Security Deposit. Notwithstanding any other provision of this Lease, the School District may, on any date, secure the payment and prepayment of Lease Payments and Additional Payments by a deposit by it with the Trustee of cash and/or Defeasance Securities as provided in Section 14.01 of the Trust Agreement. In such event, and provided that the School District has paid any other amounts due and owing under this Lease and the Trust Agreement, all obligations of the School District under this Lease, and all security provided by this Lease for said obligations, shall cease and terminate, excepting only the obligation of the School District to make, or cause to be

made, Lease Payments and Additional Payments from such deposit. On the date of said deposit title to the Property shall vest in the School District automatically and without further action by the School District or the Corporation (except as provided herein). Said deposit shall be deemed to be and shall constitute a special fund for the payment of Lease Payments in accordance with the provisions of this Lease. The Corporation shall execute and deliver such further instruments and take such further action as may reasonably be requested by the School District for carrying out the title transfer of the Property.

Section 10.2 Extraordinary Prepayment From Net Proceeds. The School District shall be obligated to prepay the Lease Payments in whole or in part on any date, from and to the extent of any Net Proceeds or other moneys theretofore deposited in the Prepayment Fund (at least 45 days prior to the date fixed for prepayment of the Certificates) pursuant to Section 4.02 of the Trust Agreement. The School District and the Corporation hereby agree that such Net Proceeds or other moneys shall be credited towards the School District's obligations hereunder (except in the case of such prepayment of the Lease Payments in whole) pro rata among Lease Payments so that following Prepayment, the remaining annual Lease Payments will be proportional to the initial annual Lease Payments.

Section 10.3 Optional Prepayment of Lease Payments.

(a) Subject to the terms and conditions of this Section, the Corporation hereby grants an option to the School District to prepay the Lease Payments in whole or in part, on the dates and at the prepayment prices set forth in Section 4.03(a) of the Trust Agreement. The School District and the Corporation agree that such prepayments shall be credited toward the School District's obligations hereunder corresponding to the resulting prepayment of the Certificates in accordance with Section 4.03(a) of the Trust Agreement on the dates and at the prepayment prices provided therein.

(b) The School District shall execute said options by giving written notice to the Trustee thereof not less than forty (40) (unless a shorter notice shall be acceptable to the Trustee) nor more than sixty (60) days' prior to the date of prepayment.

Section 10.4 Credit for Amounts on Deposit. In the event of the securing of or prepayment of the Principal Component of the Lease Payments in full under this Article X such that the Trust Agreement shall be discharged by its terms as a result of such security deposit or prepayment, all amounts then on deposit in the Lease Payment Fund and the Reserve Fund shall be credited toward the amounts then required to be so prepaid (other than amounts therein derived from draws under the Policy or Reserve Policy). In the event of a partial securing of or prepayment of the Principal Component of the Lease Payments under this Article X such that a portion of the Certificates shall be defeased under the Trust Agreement as a result of such prepayment, all amounts then on deposit in the Reserve Fund (other than amounts therein derived from draws under the Policy or Reserve Policy), if any, in excess of the Reserve Requirement following such defeasance, shall be credited toward the amounts then required to be so deposited or prepaid.

Section 10.5 Effect of Prepayment.

(a) In Whole. In the event that the School District pays or prepays all remaining Lease Payments either by making a security deposit with the Trustee as provided in Section 10.1 hereof or from Net Proceeds as provided in Section 10.2 hereof or from cash or other legally available moneys deposited by the School District as provided in Section 10.3, and the School District has paid all Additional Payments and Reserve Replenishment Rent required hereunder, and all the provisions of Section 14.01 of the Trust Agreement have been complied with, then the School District's obligations

under this Lease shall thereupon cease and terminate, including but not limited to the School District's obligation to continue to pay Lease Payments under this Article X (except as provided in Section 10.1 hereof).

(b) In Part. In the event the School District prepays less than all of the remaining Principal Component of the Lease Payments pursuant to Section 10.2 or 10.3 hereof (from cash or other legally available moneys deposited by the School District), the amount of such prepayment shall be applied to reduce the Principal Component of the remaining Lease Payments in a manner that corresponds to the resulting prepayment of principal with respect to the Certificates as determined in the Trust Agreement.

ARTICLE XI

MISCELLANEOUS

Section 11.1 Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed to have been received on the earlier of the day of actual receipt or five Business Days after deposit in the United States mail in first-class or certified form, postage prepaid, to the School District or the Corporation, as the case may be, at the addresses indicated in Section 14.05 of the Trust Agreement. The Corporation, the School District and the Trustee, by notice given hereunder, may designate different addresses to which subsequent notices, certificates or other communications will be sent.

Section 11.2 Binding Effect. This Lease shall inure to the benefit of and shall be binding upon the Corporation and the School District and their respective successors and assigns.

Section 11.3 Severability. In the event any provision of this Lease shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 11.4 Execution in Counterparts. This Lease may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 11.5 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

Section 11.6 Insurer as Third-Party Beneficiary; Extent of Insurer Rights. The Insurer is a third-party beneficiary of this Lease. Any and all rights of the Insurer to consent or to take or approve any actions hereunder shall be valid only if the Insurer shall not be in default under the terms of the Insurance Policy. So long as the Insurer is in default under the Insurance Policy it shall be entitled to receive notice of certain events as described herein but shall have no other rights hereunder, other than by subrogation.

Section 11.7 No Merger. The parties hereto intend that there shall be no merger of any estate or interest created by this Lease with any other estate or interest in the Property, or any part

thereof, by reason of the fact that the same party may acquire or hold all or any part of the estate or interest in the Property created by this Lease as well as another estate or interest in the Property.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the Corporation has caused this Lease to be executed in its name by its duly authorized officer, and the School District has caused this Lease to be executed in its name by its duly authorized officer, as of the date first above written.

SAN YSIDRO SCHOOLS PUBLIC FINANCING CORPORATION, as Lessor

By: _____
_____
President

SAN YSIDRO SCHOOL DISTRICT, as Lessee

By: _____
_____
Superintendent

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in the Property conveyed under the foregoing to the San Ysidro School District, a school district duly organized under the laws of the State of California, is hereby accepted by the undersigned officer or agent on behalf of the Board of Education of the San Ysidro School District, pursuant to authority conferred by resolution of the Board of Education adopted on January __, 2021 and the grantee consents to recordation thereof by its duly authorized officer.

Dated: _____, 2021

SAN YSIDRO SCHOOL DISTRICT

By: _____
_____
Superintendent

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN DIEGO)

On _____ before me, _____, Notary Public,

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

_____
SIGNATURE OF NOTARY PUBLIC

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN DIEGO)

On _____ before me, _____, Notary Public,

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

_____
SIGNATURE OF NOTARY PUBLIC

EXHIBIT A

SEMI-ANNUAL LEASE PAYMENT SCHEDULE

Date[(1)]	*Principal Component*	*Interest Component*	*Total Lease Payments*
	$	$	$

(1) Each Lease Payment must be deposited with the Trustee on the Lease Payment Deposit Date which is the fifteenth day of the month preceding each of the dates listed.

EXHIBIT B

LEGAL DESCRIPTION OF THE REAL PROPERTY

THAT REAL PROPERTY IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

Ocean View Hills School site:

APN: _____

END OF LEGAL DESCRIPTION

EXHIBIT C

GENERAL DESCRIPTION OF THE PROJECT

2012 Project:

Costs related to the construction of the Vista Del Mar Middle School.

2021 Project:

[TO COME]

EXHIBIT D

LEASE SUPPLEMENT FORM

There is hereby [subjected to/released from] the terms of that certain Lease Agreement, dated as of _____ 1, 2021, by and between the San Ysidro Schools Public Financing Corporation (the "Corporation") and the San Ysidro School District (the "District") the following real property:

Description of [Substituted Property/Released Property]

[Insert Description]

Cost

I, the School District Representative, hereby certify that:

(a) [applicable in the case of Substituted Property] the Substituted Property is free from any liens other than Permitted Encumbrances;

(b) the School District has provided prior written notice thereof to each rating agency then rating the Certificates evidencing the Lease Payments under the Lease;

(c) (i) an independent MAI or equivalent certified real estate appraiser selected by the School District finds (and has delivered a certificate to the School District and the Trustee setting forth its findings) or (ii) documentation of insured/replacement values which demonstrates that the real property remaining after such substitution or release (i) has a fair rental value in each Fiscal Year during the remaining Term greater than or equal to the Lease Payments due in such Fiscal Year such that the Lease Payments payable by the School District pursuant to this Lease will not be reduced, and (ii) has an equivalent or greater useful life as the Property to be released and that the useful life of the Substituted Property exceeds the remaining Term;

(d) [applicable in the case of Substituted Property only] the School District has obtained or caused to be obtained an ALTA or CLTA title insurance policy (with Western Regional exceptions) with endorsement so as to be payable to the Trustee for the benefit of the Owners which complies with Section 5.5 of the Lease, is in a form satisfactory to the Trustee and the Corporation, is in the amount equal to the Principal Component of Lease Payments attributable to the Substituted Property, and insures all interest required under Section 5.5, as applicable, to the Substituted Property;

(e) the School District has provided the Corporation and the Trustee with an opinion of Special Counsel that such [substitution/release] does not cause, in and of itself, the Interest Component evidenced by the Certificates to be included in gross income for federal income tax purposes;

(f) the School District has given, or caused to be given, any notice of the occurrence of such [substitution/release] required to be given pursuant to the Continuing Disclosure Certificate;

(g) the School District, the Corporation and the Trustee have executed and the School District has recorded with the office of the County Recorder, County of San Diego, California,

any document necessary to reconvey to the School District the portion of the Property being released and to include the Substituted Property and/or improvements thereon as all or a portion of the Property; and

(h) [applicable in the case of Substituted Property only] the Substituted Property is of approximately the same degree of essentiality to the School District as the portion of the Property being released.

I, the School District Representative, hereby certify that the portion of the Property being acquired, constructed or improved will be owned by the Corporation free and clear of all liens or claims of others, except for the lien of the Trust Agreement referred to in the Lease, the rights of the School District under the Lease and other Permitted Encumbrances, and that the Corporation will not encumber title to the substituted portion of the Property while the Certificates remain outstanding.

SAN YSIDRO SCHOOL DISTRICT

By ___ [form only; no signature required]
School District Representative

EXHIBIT E

FORM OF CERTIFICATE OF
ADDITION OF 2021 PROJECT COMPONENT

I, _____, _____ of the San Ysidro School District (the "School District") hereby certify that _____ project is to become a part of the 2021 Project as defined under the Lease Agreement, dated as of _____ 1, 2021, (the "Lease"), by and between the School District and the San Ysidro Schools Public Financing Corporation (the "Corporation") [in addition to the components of the 2021 Project as defined in the Lease or in substitution for _____ component of the 2021 Project as defined in the Lease]. This Certificate shall be filed with the Trustee under the Trust Agreement, dated as of _____ 1, 2021, by and among the School District, the Corporation and U.S. Bank National Association, as trustee thereunder, and be retained until such time as the Lease is terminated.

[form only; no signature required]_____
School District Representative

RECORDING REQUESTED BY:
Chula Vista Elementary School District

AND WHEN RECORDED MAIL TO:
Stradling Yocca Carlson & Rauth
660 Newport Center Drive, Suite 1600
Newport Beach, California 92660
Attn: Robert J. Whalen, Esq.

[Space above for Recorder's use.]

THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11921 OF THE CALIFORNIA REVENUE AND TAXATION CODE. THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTIONS 27383 AND 27388.1(a)(2)(D) OF THE CALIFORNIA GOVERNMENT CODE. LEASE TERM LESS THAN 35 YEARS

SITE LEASE

by and between

SAN YSIDRO SCHOOL DISTRICT,
as lessor

and

SAN YSIDRO SCHOOLS PUBLIC FINANCING CORPORATION,
as lessee

Dated as of _____ 1, 2021

Relating to

$_____
SAN YSIDRO SCHOOL DISTRICT
2021 CERTIFICATES OF PARTICIPATION

SITE LEASE

This SITE LEASE, executed and entered into as of _____ 1, 2021, by and between the SAN YSIDRO SCHOOL DISTRICT, a school district duly organized and existing under and by virtue of the Constitution and laws of the State of California (the "District"), and the SAN YSIDRO SCHOOLS PUBLIC FINANCING CORPORATION, a nonprofit public benefit corporation duly organized and existing under and by virtue of the laws of the State of California (the "Corporation");

W I T N E S S E T H :

WHEREAS, the Corporation is entering into this Site Lease (the "Site Lease") with the District for the purpose of having the District lease the real property legally described in Exhibit A hereto (the "Real Property"), and any facilities and improvements located thereon now or in the future (together with the Real Property, the "Property"), to the Corporation; and

WHEREAS, the Corporation intends to lease back the Property to the District pursuant to a Lease Agreement to be executed and entered into as of the date hereof and being recorded concurrently herewith (the "Lease"); and

WHEREAS, by resolutions duly adopted by their respective governing boards, the District and the Corporation have authorized the execution of this Site Lease, and agreed to delivery of this Site Lease upon performance and compliance by each party with all terms or conditions of this contract to be performed concurrently herewith, including, without limitation, the delivery of certain certificates of participation designated as the "San Ysidro School District 2021 Certificates of Participation" (the "Certificates") executed and delivered pursuant to a Trust Agreement, dated as of the date hereof (the "Trust Agreement"), by and among the District, the Corporation and U.S. Bank National Association, as trustee (the "Trustee"); and

WHEREAS, all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and entering into of this Site Lease do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the parties hereto are now duly authorized to execute and enter into this Site Lease;

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND OF THE MUTUAL AGREEMENTS AND COVENANTS CONTAINED HEREIN AND FOR OTHER VALUABLE CONSIDERATION, THE PARTIES HERETO DO HEREBY AGREE AS FOLLOWS:

Section 1. Definitions. All terms not otherwise defined herein shall have the definitions given such terms in the Trust Agreement or the Lease.

Section 2. The Property. The District hereby leases the Property to the Corporation and the Corporation hereby leases the Property from the District, on the terms and conditions hereinafter set forth.

Notwithstanding anything herein to the contrary, each time that there is a substitution or release of all or a portion of the Property in accordance with Section 7.12 of the Lease, the District and the Corporation shall enter into an amendment hereto such that the description of the Property leased hereunder shall match the revised description of the Property.

Section 3. **Term**. The term of this Site Lease shall commence as of the date of execution and delivery of the Certificates, which is _____, 2021, and shall remain in effect until the last day of the Term (as defined in the Lease); provided, however, that in the event of a default by the District under the Lease and the Corporation's election to terminate the Lease under Section 9.2(b) thereof, the term of this Site Lease shall not terminate until the earlier of such time as all amounts payable by the District under the Lease and the Trust Agreement have been paid in full or September 1, _____.

Section 4. **Rental**. The Corporation, and any assignee or successor in interest of the Corporation under this Site Lease, shall pay to the Trustee on behalf of the District as prepayment of rental hereunder the sum of $_____ representing the net proceeds of the sale of the Certificates, by causing such amount to be deposited to the Purchase Fund, as described in the Trust Agreement.

Section 5. **Purpose**. The Corporation shall use the Property solely for the purpose of leasing back such Property to the District or others pursuant to the Lease and for such purposes as may be incidental thereto; provided, that in the event of default by the District under the Lease or termination pursuant thereto, the Corporation may exercise the remedies of repossession and re-leasing of the Property, as provided in the Lease.

Section 6. **Interest in Property**. The District warrants and covenants that it has sufficient interest in the Property to lease it hereunder. In the event of a title defect in the Property that impairs the right to use and occupy the Property, the District covenants that it will exercise its condemnation powers to the extent permitted by law to obtain the necessary rights in the Property to cure such defect and limitation of the right to use and occupancy.

Section 7. **Assignments and Subleases**. The District acknowledges and affirms the assignment by the Corporation of its rights under this Site Lease to the Trustee, under the terms of the Assignment Agreement dated as of the date hereof and being recorded concurrently herewith, for the benefit of the Owners of the Certificates and any Additional Certificates. This Site Lease may also be assigned and the Property subleased, as a whole or in part, by the Corporation or the Trustee without necessity of obtaining the consent of the District, if any event of default occurs under the Lease.

Section 8. **Termination**. The Corporation agrees, upon the termination of this Site Lease, to quit and surrender the Property in the same good order and condition as the same was in at the time of commencement of the term hereunder, reasonable wear and tear excepted, and agrees that any permanent improvements and structures existing upon the Property at the time of the termination of this Site Lease shall remain thereon and title thereto shall vest in the District.

Section 9. **Quiet Enjoyment**. The Corporation at all times during the term of this Site Lease shall peaceably and quietly have, hold and enjoy all of the Property.

Section 10. **Default**. In the event the Corporation shall be in default in the performance of any obligation on its part to be performed under the terms of this Site Lease, which default continues for 30 days following the District's written notice to and demand for correction thereof by the Corporation, the District may exercise any and all remedies granted by law; provided, however, that no merger of this Site Lease and the Lease shall be deemed to occur as a result of the District's exercise of any remedies hereunder.

Section 11. Taxes. Subject to the provisions of Section 7.7 of the Lease, the District covenants and agrees to pay any and all assessments of any kind or character and also all taxes, including possessory interest taxes, levied or assessed upon the Property.

Section 12. Eminent Domain. In the event the whole or any part of the Property is taken by eminent domain proceedings, the interest of the Corporation shall be recognized and is hereby determined to be the amount of unpaid Lease Payments, Reserve Replenishment Rent and all Additional Payments due the Corporation under the Lease.

Section 13. Partial Invalidity. If any one or more of the terms, provisions, covenants or conditions of this Site Lease shall to any extent be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of this Site Lease shall be affected thereby, and each provision of this Site Lease shall be valid and enforceable to the fullest extent permitted by law.

Section 14. Applicable Law. This Site Lease shall be governed by and construed in accordance with the laws of the State of California.

Section 15. Representatives. Whenever under the provisions of this Site Lease the approval of the Corporation or the District is required, or the Corporation or the District is required to take some action at the request of the other, such approval or such request shall be given for the District by the Superintendent or Chief Business Official, as representative, or his or her written designee as representative, and for the Corporation by its President, Secretary or Treasurer, as representative, or his or her written designee as representative, and any party hereto shall be authorized to rely upon any such approval or request.

Section 16. Captions. The captions or headings in this Site Lease are for convenience only and in no way define, limit or describe the scope or intent of any provision or Section of this Site Lease.

Section 17. Execution in Counterparts. This Site Lease may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

Section 18. Amendments. This Site Lease may be amended in writing as may be mutually agreed by the District, the Corporation and the Insurer; provided, however, that, if Certificates or Additional Certificates have been executed and delivered and are Outstanding, no such amendment which materially adversely affects the rights of the Owners of the Certificates or Additional Certificates shall be effective unless it shall have been consented to by the Insurer, the Trustee and the Owners of a majority in aggregate principal amount of the Certificates and Additional Certificates then Outstanding.

Section 19. Warranties of the District as to the Property. The District covenants and warrants to the Corporation:

(a) That the Property is not subject to any dedication, easement, right of way, reservation in patent, covenant, condition, restriction, lien or encumbrance which would prohibit or materially interfere with the financing as contemplated by the Lease;

(b) That all taxes, assessments, or impositions of any kind with respect to the Property, except current taxes, have been paid in full;

(c) That the Property is necessary to the District in order for the District to perform its governmental functions; and

(d) That the Property is properly zoned for its intended purposes.

Section 20. Further Assurances and Corrective Instruments. The Corporation and the District agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Property hereby leased or intended to be leased or for carrying out the expressed intention of this Site Lease.

Section 21. Third Party Beneficiary. The Trustee and the Insurer are hereby made third party beneficiaries of this Site Lease.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties have caused this Site Lease to be executed by their duly authorized officers as of the date and year first above written.

SAN YSIDRO SCHOOL DISTRICT, as lessor

By: _____
Superintendent

SAN YSIDRO SCHOOLS PUBLIC FINANCING CORPORATION, as lessee

By: _____
President

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in the Property conveyed under the foregoing to the San Ysidro School Public Financing Corporation (the "Corporation"), a nonprofit public benefit corporation duly organized under the laws of the State of California, is hereby accepted by the undersigned officer or agent on behalf of the Corporation, pursuant to authority conferred by resolution of the Corporation adopted on January __, 2021 and the grantee consents to recordation thereof by its duly authorized officer.

Dated: _____, 2021

SAN YSIDRO SCHOOLS PUBLIC FINANCING CORPORATION

By: _____
_____
President

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN DIEGO)

On _____ before me, _____, Notary Public,

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

_____
SIGNATURE OF NOTARY PUBLIC

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN DIEGO)

On _____ before me, _____, Notary Public,

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

_____
SIGNATURE OF NOTARY PUBLIC

EXHIBIT A

LEGAL DESCRIPTION OF THE REAL PROPERTY

THAT REAL PROPERTY IN THE CITY OF _____, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

APN: _____

END OF LEGAL DESCRIPTION

TRUST AGREEMENT

Dated as of _____ 1, 2021

by and among

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

and

SAN YSIDRO SCHOOLS PUBLIC FINANCING CORPORATION

and

SAN YSIDRO SCHOOL DISTRICT

Relating to

$_____
SAN YSIDRO SCHOOL DISTRICT
2021 CERTIFICATES OF PARTICIPATION

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TRUST AGREEMENT

THIS TRUST AGREEMENT is made and entered into and dated as of _____ 1, 2021, by and among U.S. BANK NATIONAL ASSOCIATION, a national banking association organized under the laws of the United States of America, as trustee (the "Trustee"), the SAN YSIDRO SCHOOLS PUBLIC FINANCING CORPORATION, a nonprofit public benefit corporation duly organized and existing under the laws of the State of California, including without limitation Sections 5110 *et seq*. of the Corporations Code of the State of California, as lessor under the Lease hereinafter referred to (the "Corporation"), and the SAN YSIDRO ELEMENTARY SCHOOL DISTRICT, a school district duly organized and existing under the Constitution and laws of the State of California, as lessee under the Lease (the "School District");

W I T N E S S E T H:

WHEREAS, the School District and the Corporation previously caused the execution and delivery of the School District's 2012 Certificates of Participation (the "2012 Certificates"), to finance the acquisition, construction and installation of certain capital improvements (the "2012 Project"); and

WHEREAS, Community Facilities District No. 3 of the San Ysidro School District ("CFD No. 3") expects to issue its 2021 Special Tax Bonds (the "CFD No. 3 Bonds") for the purpose of prepaying the 2012 Certificates and financing certain authorized facilities (the "2021 Project," and with the 2012 Project, the "Project"); and

WHEREAS, to provide the funds necessary for CFD No. 3 to finance the 2021 Project and refinance the 2012 Project, the District will cause the execution and delivery of its 2021 Certificates of Participation (the "Certificates"); and

WHEREAS, in order to secure the payments of principal and interest on the Certificates, the School District and the Corporation have entered into a Lease Agreement, dated as of the date hereof (the "Lease"), whereby the Corporation has agreed to lease certain real property, as described therein (the "Property"), to the School District, and the School District has agreed to lease the Property from the Corporation; and

WHEREAS, the Trustee has agreed to execute and deliver the Certificates, each evidencing fractional interests in the Lease Payments and Prepayments (each as defined herein) made by the School District under the Lease; and

WHEREAS, as security for the Certificates, the Corporation will assign its rights to receive Lease Payments pursuant to the Lease, and the Corporation and School District will grant a security interest in all moneys held by the Trustee hereunder to the Trustee for the benefit of the Owners of the Certificates executed and delivered hereunder;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the parties hereto hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01 Definitions and Rules of Construction. Unless the context otherwise requires, the terms defined in this Section shall, for all purposes of this Trust Agreement, have the meanings herein specified. Unless the context otherwise indicates, words importing the singular number shall include the plural number and vice versa. The terms "hereby," "hereof," "hereto," "herein," "hereunder" and any similar terms, as used in this Trust Agreement, refer to this Trust Agreement as a whole.

"Additional Certificates" means certificates of participation authorized by a supplemental Trust Agreement that are executed and delivered by the Trustee under and pursuant to Section 2.15.

"Additional Payments" means all amounts payable by the School District as Additional Payments as defined in Section 4.11 of the Lease.

"Assignment Agreement" means the Assignment Agreement related to the Certificates, dated as of the date hereof, by and between the Trustee and the Corporation, and any duly authorized and executed amendments thereto.

"Beneficial Owner" means any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Certificates (including persons holding Certificates through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Certificates for federal income tax purposes.

"Business Day" means any day other than (i) a Saturday or Sunday, or (ii) a day on which banking institutions in the State of New York or the State of California are authorized or required by law or executive order to remain closed.

"Certificate" or "Certificates" means the $_____ aggregate principal amount of San Ysidro School District 2021 Certificates of Participation executed and delivered by the Trustee pursuant to this Trust Agreement.

"Certificate of Completion" means the certificate filed by the School District pursuant to Section 3.4 of the Lease.

"Certificate Payment Date" means March 1 and September 1 of each year commencing _____ with respect to the interest payments evidenced by the Certificates and September 1 of each year commencing September 1, 2021 with respect to the principal payments evidenced by the Certificates.

"Certificate Year" shall have the meaning assigned to such term in the Tax Certificate.

"CFD Indenture**"** means that certain Bond Indenture, dated as of _____ 1, 2021, by and between the CFD Fiscal Agent and CFD No. 3.

"CFD Fiscal Agent**"** means U.S. Bank National Association, as fiscal agent for the CFD No. 3 Bonds under the CFD Indenture.

"CFD No. 3" means Community Facilities District No. 3 of the San Ysidro School District.

"CFD No. 3 Bonds" means the Community Facilities District No. 3 of the San Ysidro School District 2021 Special Tax Bonds issued pursuant to the CFD Indenture.

"Closing Date" means the date on which the Certificates, duly executed by the Trustee, are delivered to the Original Purchaser thereof.

"Code" means the Internal Revenue Code of 1986, and the regulations issued thereunder, as the same may be amended from time to time, and any successor provisions of law. Reference to a particular section of the Code shall be deemed to be a reference to any successor to any such section.

"Continuing Disclosure Certificate" means that certain Continuing Disclosure Certificate dated as of the date hereof, executed by the School District.

"Corporation" means the San Ysidro Schools Public Financing Corporation, a nonprofit public benefit corporation organized under the laws of the State, its successors and assigns.

"Corporation Representative" means the Chair, Vice Chair, President, Vice President, Secretary or Chief Financial Officer of the Corporation, or any other person authorized to act on behalf of the Corporation under or with respect to the Lease.

"Defeasance Securities" means the securities described in paragraph (a) of the definition of "Permitted Investments."

"Delivery Cost Fund" means the fund by that name established and held by the Trustee pursuant to Article III hereof.

"Delivery Cost Requisition" means a written requisition substantially in the form attached hereto as Exhibit B.

"Delivery Costs" means and further includes all items of expense directly or indirectly payable by or reimbursable to the School District or the Corporation from the proceeds of the Certificates relating to the execution and delivery thereof, including, but not limited to, the premium for any insurance policies or sureties, including those purchased to satisfy the Reserve Requirement, or to guarantee payment of the Certificates, filing and recording costs, settlement costs, printing costs, word processing costs, reproduction and binding costs, initial fees and charges of the Trustee and the Escrow Bank, including its first annual administration fee and the fees of its counsel, legal fees and charges, financing and other professional consultant fees, costs of rating agencies and costs of providing information to such rating agencies, any computer and other expenses incurred in connection with the Certificates, fees for execution, transportation and safekeeping of the Certificates and charges and fees in connection with the foregoing. "Delivery Costs" shall also include any and all costs associated with the issuance of the CFD No. 3 Bonds.

"Depository" means the securities depository acting as Depository pursuant to Section 2.13 hereof, initially The Depository Trust Company, 55 Water Street, New York, New York 10041, Fax (212) 855-7320 or such other securities depositories as the School District may designate in writing to the Trustee.

"DTC" means The Depository Trust Company, New York, New York, a limited purpose trust company organized under the laws of the State of New York in its capacity as securities depository for the Certificates.

"Escrow Agreement" means that certain Escrow Agreement by and between the School District and the Escrow Bank relating to the prepayment of the 2012 Certificates.

"Escrow Bank" means U.S. Bank National Association, a national banking association duly organized and existing under the laws of the United States of America.

"Event of Default" means an event of default under the Lease, as defined in Section 9.1 thereof.

"Fiscal Year" means the fiscal year of the School District commencing July 1 and ending June 30 of the next year.

"Independent Counsel" means an attorney duly admitted to the practice of law before the highest court of the state in which such attorney maintains an office and who is not an employee of the Corporation, the Trustee or the School District.

"Insurance Policy" or "Policy" means the insurance policy issued by the Insurer that guarantees the scheduled payment of principal of and interest with respect to the Certificates when due.

"Insurer" means _____, or any successor thereto or assignee thereof.

"Interest Component" shall have the meaning set forth in the Lease.

"Lease" means the Lease Agreement related to the Certificates, dated as of the date hereof, by and between the School District and the Corporation, and any duly authorized and executed amendments thereto.

"Lease Payments" means the scheduled lease payments required to be paid by the School District to the Corporation pursuant to Section 4.4 of the Lease.

"Lease Payment Deposit Date" means the 15th day next preceding the respective Certificate Payment Date (or if such day is not a Business Day, the next succeeding Business Day).

"Lease Payment Fund" means the fund by that name established and held by the Trustee pursuant to Article V hereof.

"Lease Year" means the period extending from September 1 of each calendar year to August 31 of the subsequent calendar year provided that the first Lease Year shall commence on the Closing Date and end on August 31, 2021.

"Lessor" means the Corporation, its successors and assigns.

"Letter of Representations" means the letter of the School District delivered to and accepted by the Depository on or prior to delivery of the Certificates as book-entry certificates making reference to the DTC Operational Arrangements memorandum, as it may be amended from time to time, setting forth the basis on which the Depository serves as depository for such book-entry certificates, as such

letters were originally executed or as they may be supplemented or revised or replaced by letters from the School District delivered to and accepted by the Depository.

"Moody's" means Moody's Investors Service or any successors or assigns thereto.

"Net Proceeds" means any proceeds of any insurance, performance bonds or taking by eminent domain or condemnation paid with respect to the Property remaining after payment therefrom of any expenses (including attorneys' fees) incurred in the collection thereof.

"Net Proceeds Fund" means the fund by that name established and held by the Trustee pursuant to Article VII hereof.

"Nominee" means the nominee of the Depository, which may be the Depository, as determined from time to time pursuant to Section 2.13 hereof.

"Original Purchaser" means Stifel, Nicolaus & Company, Incorporated, as original purchaser of the Certificates on the Closing Date.

"Outstanding" when used as of any particular time with respect to Certificates, means (subject to the provisions of Section 10.03 hereof) all Certificates theretofore executed and delivered by the Trustee under this Trust Agreement except:

(1) Certificates theretofore cancelled by the Trustee or surrendered to the Trustee for cancellation;

(2) Certificates for the payment or prepayment of which funds or Defeasance Securities, together with interest earned thereon, in the necessary amount shall have theretofore been deposited with the Trustee (whether upon or prior to the maturity or prepayment date of such Certificates), provided that, if such Certificates are to be prepaid prior to maturity, notice of such prepayment shall have been given as provided in Section 4.05 hereof or provision satisfactory to the Trustee shall have been made for the giving of such notice; and

(3) Certificates in lieu of or in exchange for which other Certificates shall have been executed and delivered by the Trustee pursuant to Sections 2.08 and 2.09 hereof.

"Owner" or "Certificate Owner" or "Owner of a Certificate", or any similar term, when used with respect to a Certificate means the person in whose name such Certificate is registered on the registration books maintained by the Trustee.

"Participants" means those broker-dealers, banks and other financial institutions from time to time for which the Depository holds book-entry certificates as securities depository.

"Permitted Investments" means any of the following which at the time of investment are legal investments under the laws of the State for the moneys proposed to be invested therein:

(a) For all purposes, including defeasance investments, any of the following which at the time of investment are legal investments under the laws of the State for the moneys proposed to be invested therein:

(i) Direct obligations (other than an obligation subject to variation in principal repayment) of the United States of America ("United States Treasury Obligations"),

(ii) Obligations fully and unconditionally guaranteed as to timely payment of principal and interest by the United States of America,

(iii) Obligations fully and unconditionally guaranteed as to timely payment of principal and interest by any agency or instrumentality of the United States of America when such obligations are backed by the full faith and credit of the United States of America, or

(iv) Evidences of ownership of proportionate interests in future interest and principal payments on obligations described above held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor and the underlying government obligations are not available to any person claiming through the custodian or to whom the custodian may be obligated.

(b) For all purposes other than defeasance investments, any of the following which at the time of investment are legal investments under the laws of the State for the moneys proposed to be invested therein:

(i) Federal Housing Administration debentures.

(ii) The listed obligations of government-sponsored agencies which are not backed by the full faith and credit of the United States of America:

-Federal Home Loan Mortgage Corporation (FHLMC)
Participation certificates (but not including stripped mortgage securities which are purchased at prices exceeding their principal amounts)
Senior Debt obligations
-Farm Credit Banks (formerly: Federal Land Banks, Federal Intermediate Credit Banks and Banks for Cooperatives)
Consolidated system-wide bonds and notes
-Federal Home Loan Banks (FHL Banks)
Consolidated debt obligations
-Federal National Mortgage Association (FNMA)
Senior debt obligations
Mortgage-backed securities (but not including stripped mortgage securities which are purchased at prices exceeding their principal amounts)

(iii) Unsecured certificates of deposit (including those placed by a third party pursuant to an agreement between the Trustee and the Corporation), time deposits, trust accounts, trust funds, interest bearing deposits, overnight bank deposits, interest bearing money market accounts and bankers' acceptances (having maturities of not more than 365 days) of any bank the short-term obligations of which are rated 'A-1+' or better by S&P and "Prime-1" by Moody's, which may include the Trustee and its affiliates.

(iv) Deposits and bank deposit products (including those of the Trustee or any of its affiliates) the aggregate amount of which are insured by the Federal Deposit Insurance Corporation (FDIC), in banks which have capital and surplus of at least $15 million.

(v) Commercial paper (having original maturities of not more than 270 days) rated at the time of purchase 'A-1+' by S&P and 'Prime-1' by Moody's.

(vi) Money market mutual funds rated 'AAm' or 'AAm-G' by S&P, or better, and if rated by Moody's rated "Aa2" or better, including mutual funds for which the Trustee, its parent company, if any, or any affiliates or subsidiaries of the Trustee provide investment advising or other management services or serves as investment administrator, shareholder servicing agent, and/or custodian or subcustodian, notwithstanding that (i) the Trustee or an affiliate of the Trustee receives and retains a fee for services provided to the fund, whether as a custodian, transfer agent, investment advisor or otherwise, (ii) the Trustee collects fees for services rendered, which fees are separate from the fees received from such funds, and (iii) services performed for such funds may at times duplicate those provided to such funds by the Trustee or an affiliate of the Trustee.

(vii) Direct general obligations of any state of the United States of America or any subdivision or agency thereof to which is pledged the full faith and credit of a state the unsecured general obligation debt of which is rated 'A3' by Moody's and 'A-' by S&P, or better, or any obligation fully and unconditionally guaranteed by any state, subdivision or agency whose unsecured general obligation debt is so rated.

(viii) Direct general short-term obligations of any state agency or subdivision or agency thereof described in (vii) above and rated 'A-1+' by S&P and 'MIG-1' by Moody's.

(ix) Special Revenue Bonds (as defined in the United States Bankruptcy Code) of any state, state agency or subdivision described in (vii) above and rated 'AA-' or better by S&P and 'Aa3' or better by Moody's.

(x) Pre-refunded municipal obligations rated in the highest rating category then assigned to the United States of America by S&P and Moody's meeting the following requirements:

1. such municipal obligations are (1) not subject to redemption prior to maturity or (2) the trustee for such municipal obligations has been given irrevocable instructions concerning their call and redemption and the issuer of such municipal obligations has covenanted not to redeem such municipal obligations other than as set forth in such instructions;

2. such municipal obligations are secured by cash or United States Treasury Obligations which may be applied only to payment of the principal of, interest and premium on such municipal obligations;

3. the principal of and interest on the United States Treasury Obligations (plus any cash in the escrow) has been verified by the report of independent certified public accountants to be sufficient to pay in full all principal of, interest, and premium, if any, due and to become due on such municipal obligations ("Verification");

4. the cash or United States Treasury Obligations serving as security for such municipal obligations are held by an escrow agent or trustee in trust for owners of the municipal obligations;

5. no substitution of a United States Treasury Obligation shall be permitted except with another United States Treasury Obligation and upon delivery of a new Verification; and

6. the cash or United States Treasury Obligations are not available to satisfy any other claims, including those by or against the trustee or escrow agent.

(xi) Repurchase agreements entered into with (1) any domestic bank, or domestic branch of a foreign bank, the long term debt of which is rated at least "A-" by S&P and 'A3' by Moody's including the Trustee and any of its affiliates; or (2) any broker-dealer with "retail customers" or a related affiliate thereof which broker-dealer has, or the parent company (which guarantees the provider) of which has, long-term debt rated at least "A-" by S&P and 'A3' by Moody's, which broker-dealer falls under the jurisdiction of the Securities Investors Protection Corporation; or (3) any other entity rated at least "A-" by S&P and 'A3' by Moody's and acceptable to the Insurer (each an "Eligible Provider"), provided that:

1. (i) permitted collateral shall include U.S. Treasury Obligations, or senior debt obligations of GNMA, FNMA or FHLMC (no collateralized mortgage obligations shall be permitted for these providers), and (ii) collateral levels must be at least 102% of the total principal when the collateral type is U.S. Treasury Obligations, 103% of the total principal when the collateral type is GNMA's and 104% of the total principal when the collateral type is FNMA and FHLMC ("Eligible Collateral");

2. the trustee or a third party acting solely as agent therefore or for the School District (the "Custodian") has possession of the collateral or the collateral has been transferred to the Custodian in accordance with applicable state and federal laws (other than by means of entries on the transferor's books) and such collateral shall be marked to market;

3. the collateral shall be marked to market on a daily basis and the provider or Custodian shall send monthly reports to the Trustee, the School District and the Insurer setting forth the type of collateral, the collateral percentage required for that collateral type, the market value of the collateral on the valuation date and the name of the Custodian holding the collateral;

4. the repurchase agreement (or guaranty, if applicable) may not be assigned or amended without the prior written consent of the Insurer;

5. the repurchase agreement shall state and an opinion of counsel shall be rendered at the time such collateral is delivered that the Custodian has a perfected first priority security interest in the collateral, any substituted collateral and all proceeds thereof;

6. the repurchase agreement shall provide that if during its term the provider's rating by either Moody's or S&P is withdrawn or suspended or falls below "A-" by S&P or "A3" by Moody's, as appropriate, the provider must notify the School District, the Trustee and the Insurer within five (5) days of receipt of such notice. Within ten (10) days of receipt of such notice, the provider shall either: (i) provide a written guarantee acceptable to the Insurer, (ii) post Eligible Collateral, or (iii) assign the agreement to an Eligible Provider. If the provider does not perform a remedy within ten (10) business days, the provider shall, at the direction of the Trustee (who shall give such direction if so directed by the Insurer) repurchase all collateral and terminate the repurchase agreement, with no penalty or premium to the School District or the Trustee.

(xii) Investment agreements: with a domestic or foreign bank or corporation the long-term debt of which, or, in the case of a guaranteed corporation the long-term debt, or, in the case of a monoline financial guaranty insurance company, claims paying ability, of the guarantor is rated at least "AA-" by S&P and "Aa3" by Moody's, and acceptable to the Insurer, each of which shall be an Eligible Provider, provided that:

1. interest payments are to be made to the Trustee at times and in amounts as necessary to pay debt service;

2. the invested funds are available for withdrawal without penalty or premium, at any time upon not more than seven (7) days' prior notice; the School District and the Trustee hereby agree to give or cause to be given notice in accordance with the terms of the investment agreement so as to receive funds thereunder with no penalty or premium paid;

3. the provider shall send monthly reports to the Trustee, the School District and the Insurer setting forth the balance the School District or Trustee has invested with the provider and the amounts and dates of interest accrued and paid by the provider;

4. the investment agreement shall state that is an unconditional and general obligation of the provider, and is not subordinated to any other obligation of, the provider thereof or, if the provider is a bank, the agreement or the opinion of counsel shall state that the obligation of the provider to make payments thereunder ranks *pari passu* with the obligations of the provider to its other depositors and its other unsecured and unsubordinated creditors;

5. the investment agreement (or guaranty, if applicable) may not be assigned or amended without the prior written consent of the Insurer;

6. the School District, the Trustee and the Insurer shall receive an opinion of domestic counsel to the provider that such investment agreement is legal, valid, binding and enforceable against the provider in accordance with its terms;

7. the School District, the Trustee and the Insurer shall receive an opinion of foreign counsel to the provider (if applicable) that (1) the investment agreement has been duly authorized, executed and delivered by the provider and constitutes the legal, valid and binding obligation of the provider, enforceable against the provider in accordance with its terms, (b) the choice of law of the state set forth in the investment agreement is valid under that country's laws and a court in such country would uphold such choice of law, and (c) any judgment rendered by a court in the United States of America would be recognized and enforceable in such country;

8. the investment agreement shall provide that if during its term:

(i) the provider's rating by either S&P or Moody's falls below "AA-" or "Aa3", the provider shall, at its option, within ten (10) days of receipt of publication of such downgrade, either (i) provide a written guarantee acceptable to the Insurer, (ii) post Eligible Collateral with the School District, the Trustee or a third party acting solely as agent therefore (the "Custodian") free and clear of any third party liens or claims, or (iii) assign the agreement to an Eligible Provider, or (iv) repay the principal of and accrued but unpaid interest on the investment;

(ii) the provider's rating by either S&P or Moody's is withdrawn or suspended or falls below "A-" or "A3", the provider must, at the direction of the School District or the Trustee (who shall give such direction if so directed by the Insurer), within ten (10) days of receipt of such direction, repay the principal of and accrued but unpaid interest on the investment, in either case with no penalty or premium to the School District or Trustee.

9. in the event the provider is required to collateralize, permitted collateral shall include U.S. Treasury Obligations, or senior debt obligations of GNMA, FNMA or FHLMC (no collateralized mortgage obligations shall be permitted for these providers) and collateral levels must be 102% of the total principal when the collateral type is U.S. Treasury Obligations, 103% of the total principal when the collateral type is GNMA's and 104% of the total principal when the collateral type is FNMA and FHLMC ("Eligible Collateral"). In addition, the collateral shall be marked to market on a daily basis and the provider or Custodian shall send monthly reports to the Trustee, the School District and the Insurer setting forth the type of collateral, the collateral percentage required for that collateral type, the market value of the collateral on the valuation date and the name of the Custodian holding the collateral;

10. the investment agreement shall state and an opinion of counsel shall be rendered, in the event collateral is required to be pledged by the provider under the terms of the investment agreement, at the time such collateral is delivered, that the Custodian has a perfected first priority security interest in the collateral, any substituted collateral and all proceeds thereof;

11. the investment agreement must provide that if during its term: (i) the provider shall default in its payment obligations, the provider's obligations under the investment agreement shall, at the direction of the School District or the Trustee (who shall give such direction if so directed by the Insurer), be accelerated and amounts invested and accrued but unpaid interest thereon shall be repaid to the School District or Trustee, as appropriate, and (ii) the provider shall become insolvent, not pay its debts as they become due, be declared or petition to be declared bankrupt, etc. ("event of insolvency"), the provider's obligations shall automatically be accelerated and amounts invested and accrued but unpaid interest thereon shall be repaid to the School District or Trustee, as appropriate;

(xiii) Deposits in the Local Agency Investment Fund of the California State Treasurer, to the extent the Trustee is authorized to register such investments in its name; and

(xiv) The Reserve Policy and any Reserve Facility.

"Prepayment" means any payment made by the School District pursuant to Article X of the Lease as a prepayment of Lease Payments.

"Prepayment Fund" means the fund by that name established and held by the Trustee pursuant to Article IV hereof.

"Principal Component" shall have the meaning set forth in the Lease.

"Principal Office" means the principal corporate trust office of the Trustee in Los Angeles, California, or such other address as the Trustee may inform the School District, or the principal office of any successor trustee pursuant hereto except that with respect to presentation of Certificates for

payment or for registration of transfer and exchange such term shall mean the office or agency of the Trustee at which, at any particular time, its corporate trust agency business shall be conducted.

"Project" means the 2012 Project and the 2021 Project, as defined in the Lease.

"Project Cost Requisition" means a written requisition substantially in the form attached hereto as Exhibit B-2.

"Project Costs" means, with respect to any item or portion of the 2021 Project, the contract price paid or to be paid therefor upon acquisition, construction, procurement or improvement thereof, in accordance with a purchase order or contract therefor. Project Costs include, but are not limited to, the administrative, engineering, legal, financial and other costs incurred by the School District and the Corporation in connection with the acquisition, construction, procurement, remodeling or improvement of the 2021 Project, all applicable sales taxes and other charges resulting from such construction, procurement, remodeling or improvement of the 2021 Project.

"Project Fund" means the fund by that name established and held by the Trustee pursuant to Article III hereof.

"Property" means the Property, as defined in the Lease.

"Purchase Fund" means the Purchase Fund established and held by the Trustee under Section 2.07 hereof.

"Record Date" means the close of business on the fifteenth day of the month preceding each Certificate Payment Date, whether or not such fifteenth day is a Business Day.

"Reserve Facility" means any line of credit, letter of credit, insurance policy, surety bond or other credit, including the Reserve Policy, deposited with the Trustee pursuant to Article VI. "Reserve Facilities" means all such instruments deposited with the Trustee pursuant to Article VI.

"Reserve Fund" means the fund by that name established and held by the Trustee pursuant to Article VI hereof.

"Reserve Insurer" means _____, or any successor thereto or assignee thereof.

"Reserve Policy" means the financial guaranty insurance policy issued by the Reserve Insurer under which claims may be made in order to provide moneys in the Reserve Fund available for the purposes thereof.

"Reserve Replenishment Rent" means Reserve Replenishment Rent payable pursuant to Section 4.4(d) of the Lease.

"Reserve Requirement" means, as of any calculation date, the least of (1) the maximum aggregate annual Lease Payments (in any Certificate Year) then payable under the Lease with respect to the Certificates and Additional Certificates, (2) 125% of the average annual aggregate Lease Payments then payable under the Lease (calculated based on Certificate Years) with respect to the Certificates and Additional Certificates, or (3) 10% of the original face amount of the Certificates and

the Additional Certificates (less original issue discount if in excess of two percent (2%) of the stated Principal Component amount at maturity).

"S&P" means S&P Global Ratings, a Standard & Poor's Financial Services LLP Business, or any successors or assigns thereto.

"School District" means the San Ysidro School District, a school district organized and existing under the laws and Constitution of the State, and its successors and assigns.

"School District Representative" means the Superintendent and the Chief Business Official of the School District or any other person authorized by the Superintendent of the School District to act on behalf of the School District with respect to the Lease or this Trust Agreement.

"Site Lease" means the Site Lease related to the Certificates, dated the date hereof, by and between the Corporation and the School District, and any duly authorized and executed amendments thereto.

"Special Counsel" means Stradling Yocca Carlson & Rauth, a Professional Corporation, or any other attorney or firm of attorneys of nationally recognized standing in matters pertaining to the tax-exempt status of interest on obligations issued by states and their political subdivisions and acceptable to the School District.

"State" means the State of California.

"Tax Certificate" means the Tax Certificate dated as of the Closing Date, concerning matters pertaining to the use and investment of proceeds of the Certificates executed and delivered to the School District on the date of execution and delivery of the Certificates, including any and all exhibits attached thereto.

"Term" means the time during which the Lease is in effect, as provided in Section 4.2 of the Lease.

"Trustee" means U.S. Bank National Association, a national banking association duly organized and existing under the laws of the United States of America, and any successor trustee.

"Trust Agreement" or "Agreement" means this Trust Agreement, together with any amendments hereof or supplements hereto permitted to be made hereunder.

"2012 Certificates" means the San Ysidro School District 2012 Certificates of Participation.

"2012 Project" means the capital facilities financed with the proceeds of the 2012 Certificates.

"2021 Project" means the capital facilities to be financed with a portion of the proceeds of the CFD No. 3 Bonds.

Section 1.02 Authorization. Each of the parties hereby represents and warrants that it has full legal authority and is duly empowered to enter into this Trust Agreement, and has taken all actions necessary to authorize the execution of this Trust Agreement by the officers and persons signing it.

Section 1.03 Equal Security. In consideration of the acceptance of the Certificates by the Owners, this Trust Agreement shall be deemed to be and shall constitute a contract between the Trustee and the Owners to secure the full and final payment of the interest, if any, and principal evidenced by the Certificates which may be executed and delivered hereunder, subject to each of the agreements, conditions, covenants and terms contained herein; and all agreements, conditions, covenants and terms contained herein required to be observed or performed by or on behalf of the Trustee shall be for the equal and proportionate benefit, protection and security of all Owners without distinction, preference or priority as to security or otherwise of any Certificates over any other Certificates by reason of the number or date thereof or the time of execution or delivery thereof or for any cause whatsoever, except as expressly provided herein or therein. All of the Certificates are equally secured as provided in this Section 1.03, except as may be otherwise expressly provided in this Trust Agreement.

ARTICLE II

THE CERTIFICATES OF PARTICIPATION

Section 2.01 Authorization. Upon written request of the School District Representative the Trustee will execute and deliver to the Original Purchaser, through the facilities of DTC, Certificates in an aggregate principal amount of $_____ representing proportionate ownership interests in the Lease Payments and the Prepayments. Such Certificates shall not be deemed a debt or obligation of the Trustee, and shall only be paid with funds received by the Trustee for such purposes hereunder or pursuant to the Lease.

Section 2.02 Date. Each Certificate shall be dated the Closing Date, and interest evidenced thereby shall be payable from the Certificate Payment Date next preceding the date of execution thereof, unless:

(i) it is executed as of a Certificate Payment Date, in which event interest with respect thereto shall be payable from the date thereof; or

(ii) it is executed after a Record Date and before the following Certificate Payment Date, in which event interest with respect thereto shall be payable from such following Certificate Payment Date; or

(iii) it is executed on or prior to _____, 2021 in which event interest evidenced thereby shall be payable from the date of delivery; provided however, that if, as of any date, interest has not been paid when due with respect to any Outstanding Certificate, interest evidenced thereby shall be payable from the Certificate Payment Date to which interest has previously been paid or made available for payment with respect to Outstanding Certificates.

Section 2.03 Maturity; Interest Rates. The Certificates shall become due and payable, subject to prior prepayment, on September 1 of the following years and shall evidence interest at the following rates:

Maturity (September 1)	*Principal Amount*	*Interest Rate*
	$	%

Section 2.04 Registration; Interest. The Certificates shall be delivered in fully registered form, without coupons, in denominations of $5,000 and any integral multiple thereof. The Certificates shall be numbered from "R-1" upwards in consecutive numerical order.

Interest evidenced by the Certificates shall be payable semiannually on March 1 and September 1, of each year, commencing _____, 2021, to the date of maturity or prepayment, whichever is earlier. Said interest shall represent the portion of Lease Payments designated as interest and coming due during the six month period (and with respect to the first Certificate Payment Date for the period from the Closing Date) preceding each Certificate Payment Date with respect to the Certificates computed on the basis of a 360-day year of twelve 30-day months. The proportionate share of the portion of Lease Payments designated as interest evidenced by any Certificate shall be computed by multiplying the portion of Lease Payments designated as principal evidenced by such Certificate by the rate of interest applicable to such Certificate.

Section 2.05 Form of Certificates. The Certificates and the assignment to appear thereon shall be substantially in the form set forth in Exhibit A attached hereto and by this reference incorporated herein with such appropriate additions, modifications and insertions as are permitted or required by this Trust Agreement. Pending the preparation of definitive Certificates, the Certificates may be executed and delivered in temporary form exchangeable for definitive Certificates when ready for delivery. If the Trustee delivers temporary Certificates, it shall execute and deliver definitive Certificates in an equal aggregate principal amount of authorized denominations, when available, without additional charge, and thereupon the temporary Certificates shall be surrendered to the Trustee

at its Principal Office. Until so exchanged, the temporary Certificates shall be entitled to the same benefits under this Trust Agreement as definitive Certificates.

Section 2.06 Execution. The Certificates shall be executed by and in the name of the Trustee by the manual signature of any authorized signatory of the Trustee. The Trustee shall insert the date of execution of each Certificate in the place provided thereon.

Section 2.07 Application of Proceeds and Other Amounts. The proceeds from the sale of the Certificates in the amount of $ _____ (representing the par amount of the Certificates of $ _____, plus the net original issue premium of $_____, less the Original Purchaser's discount of $_____, less the Insurance Policy premium of $_____ and less the Reserve Policy premium of $_____, which premiums shall be wired directly to the Insurer and the Reserve Insurer, respectively, by the Original Purchaser), shall be deposited with the Trustee in the Purchase Fund and used to purchase the CFD No. 3 Bonds. Pursuant to the CFD Indenture, CFD No. 3 agrees that amounts in the Purchase Fund can be transferred and deposited as follows:

(a) $_____ will be transferred to the Escrow Bank for deposit in accordance with the Escrow Agreement and used to defease and prepay the 2012 Certificates;

(b) $_____ will be deposited to the Delivery Cost Fund, to be applied to pay Delivery Costs; and

(c) $_____ will be deposited to the Project Fund to be applied to pay Project Costs.

The payment to the Insurer of the premiums and to the Original Purchaser of its discount, as set forth above, shall be considered Delivery Costs that would otherwise be paid from amounts on deposit in the Delivery Cost Fund.

The Trustee may, in its discretion, establish a temporary fund or account in its books or records to facilitate such deposits and transfers.

Section 2.08 Transfer and Exchange.

(a) Transfer of Certificates. Any Certificate may, in accordance with its terms, be transferred upon the books required to be kept pursuant to the provisions of Section 2.12 by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Certificate for cancellation at the Principal Office accompanied by delivery of a written instrument of transfer in a form acceptable to the Trustee, duly executed. Whenever any Certificate or Certificates shall be surrendered for transfer, the Trustee shall execute and deliver a new Certificate or Certificates of the same series, maturity and interest rate, for like aggregate principal amount in authorized denominations of $5,000 or any integral multiple thereof. The Trustee may require the payment by the Certificate Owner requesting such transfer of any tax or other governmental charge required to be paid with respect to such exchange. The cost of printing Certificates and any services rendered or expenses incurred by the Trustee in connection with any transfer and exchange shall be paid by the School District.

(b) Exchange of Certificates. Certificates may be exchanged at the Principal Office for a like aggregate principal amount of Certificates of other authorized denominations of the

same maturity and interest rate. The Trustee may require the payment by the Certificate Owner requesting such exchange of any tax or other governmental charge required to be paid with respect to such exchange. All Certificates surrendered pursuant to the provisions of this Section shall be cancelled and destroyed by the Trustee and shall not be redelivered.

(c) Time for Transfer or Exchange. The Trustee shall not be obligated to transfer or exchange any Certificate during the period in which it is selecting Certificates for prepayment, or after notice of prepayment has been given as provided in Section 4.05.

Section 2.09 Certificates Mutilated, Lost, Destroyed or Stolen. If any Certificate shall become mutilated, the Trustee, at the expense of the Owner of said Certificate, shall execute and deliver a new Certificate of like tenor and maturity in exchange and substitution for the Certificate so mutilated, but only upon surrender to the Trustee of the Certificate so mutilated. Every mutilated Certificate so surrendered to the Trustee shall be cancelled by it. If any Certificate shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Trustee, and, if such evidence is satisfactory to the Trustee and, if an indemnity, satisfactory to the Trustee indemnifying the Trustee, the Corporation and the School District, shall be given, the Trustee, at the expense of the Certificate Owner, shall execute and deliver a new Certificate of like tenor and maturity and numbered as the Trustee shall determine in lieu of and in substitution for the Certificate so lost, destroyed or stolen. The Trustee may require payment of an appropriate fee for each new Certificate delivered under this Section and of the expenses which may be incurred by the Trustee in carrying out the duties under this Section. Any Certificate executed under the provisions of this Section in lieu of any Certificate alleged to be lost, destroyed or stolen shall be equally and proportionately entitled to the benefits of this Trust Agreement with all other Certificates secured by this Trust Agreement. The Trustee shall not be required to treat both the original Certificate and any replacement Certificate as being Outstanding for the purpose of determining the principal amount of Certificates which may be executed and delivered hereunder or for the purpose of determining any percentage of Certificates Outstanding hereunder, but both the original and replacement Certificate shall be treated as one and the same. Notwithstanding any other provision of this Section, in lieu of delivering a new Certificate in place of one which has been mutilated, lost, destroyed or stolen, and which has matured, or has been called for prepayment, the Trustee may make payment with respect to such Certificate upon receipt of the above-mentioned indemnity.

Section 2.10 Payment. Subject to the provisions of the Letter of Representation, payment of interest evidenced by any Certificate on any Certificate Payment Date or prepayment date shall be made to the person appearing on the registration books of the Trustee as the Owner thereof as of the Record Date immediately preceding such Certificate Payment Date or prepayment date, as the case may be, such interest to be paid by check mailed, on the applicable Certificate Payment Date, by first class mail to such Owner on the Certificate Payment Date at their address as it appears on such registration books. Interest evidenced by the Certificates may, at the option of any Owner of Certificates in an aggregate principal amount of One Million Dollars ($1,000,000) or more evidenced by the written request of such Owner to the Trustee, be paid to such Owner by wire transfer to the bank and account number within the United States of America on file with the Trustee as of the Record Date. Payments of defaulted interest shall be paid by check of the Trustee mailed by first class mail to the registered Owners as of a special record date to be fixed by the Trustee in its sole discretion, notice of which shall be given to the Owners not less than 15 days prior to such special record date. Subject to the provisions of the Letter of Representation, the principal payable upon maturity or prepayment with respect to the Certificates shall be payable upon surrender at the Principal Office. Said amounts shall be payable in lawful money of the United States of America. The Trustee is hereby authorized to pay

or prepay the Certificates when duly presented for payment at maturity or on prepayment and to cancel all Certificates upon payment thereof.

Section 2.11 Execution of Documents and Proof of Ownership. Any request, direction, consent, revocation of consent, or other instrument in writing required or permitted by this Trust Agreement to be signed or executed by Certificate Owners may be in any number of concurrent instruments of similar tenor, and may be signed or executed by such Owners in person or by their attorneys or agents appointed by an instrument in writing for that purpose, or by any bank, trust company or other depository for such Certificates. Proof of the execution of any such instrument, or of any instrument appointing any such attorney or agent, and of the ownership of Certificates shall be sufficient for any purpose of this Trust Agreement (except as otherwise herein provided), if made in the following manner:

(a) The fact and date of the execution by any Owner or their attorney or agent of any such instrument and of any instrument appointing any such attorney or agent, may be proved by a certificate, which need not be acknowledged or verified, of an officer of any bank or trust company located within the United States of America, or of any notary public, or other officer authorized to take acknowledgments of deeds to be recorded in such jurisdictions, that the persons signing such instruments acknowledged before them the execution thereof. Where any such instrument is executed by an officer of a corporation or association or a member of a partnership on behalf of such corporation, association or partnership, such certificate shall also constitute sufficient proof of his authority.

(b) The fact of the ownership of Certificates by any person, the amount and numbers of such Certificates and the date of execution shall be proved by the registration books maintained pursuant to Section 2.12 hereof.

Nothing contained in this Article II shall be construed as limiting the Trustee to such proof, it being intended that the Trustee may accept any other evidence of the matters herein stated which the Trustee may deem sufficient. Any request or consent of the Owner of any Certificate shall bind every future Owner of the same Certificate in respect of anything done or to be done by the Trustee in pursuance of such request or consent.

Section 2.12 Certificate Register. The Trustee will keep or cause to be kept at its Principal Office sufficient books for the registration and transfer of the Certificates which shall, during normal working hours and upon reasonable notice, be open to inspection by the School District and the Corporation; and, upon presentation for such purpose, the Trustee shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on said books, Certificates as hereinbefore provided. The School District, the Corporation and the Trustee shall be entitled to treat the registered owner of a Certificate as the absolute owner thereof for all purposes, whether or not a Certificate shall be overdue, and the School District, the Corporation and the Trustee shall not be affected by any notice to the contrary.

Section 2.13 Book-Entry System.

(a) Election of Book-Entry System. Prior to the execution and delivery of the Certificates, the School District may provide that such Certificates shall be initially executed and delivered as book-entry Certificates. If the School District shall elect to deliver any Certificates in book-entry, then the School District shall cause the delivery of a separate single fully registered Certificate (which may be typewritten) for each maturity date of such Certificates in an authorized

denomination corresponding to that total principal amount of the Certificates designated to mature on such date. Upon initial execution and delivery, the ownership of each such Certificate shall be registered in the Certificate register in the name of the Nominee, as nominee of the Depository and ownership of the Certificates, or any portion thereof may not thereafter be transferred except as provided in Section 2.13(e).

With respect to book-entry Certificates, the School District and the Trustee shall have no responsibility or obligation to any Participant or to any person on behalf of which such a Participant holds an interest in such book-entry Certificates. Without limiting the immediately preceding sentence, the School District and the Trustee shall have no responsibility or obligation with respect to (i) the accuracy of the records of the Depository, the Nominee, or any Participant with respect to any ownership interest in book-entry Certificates, (ii) the delivery to any Participant or any other person, other than an Owner as shown in the Certificate register, of any notice with respect to book-entry Certificates, including any notice of prepayment, (iii) the selection by the Depository and its Participants of the beneficial interests in book-entry Certificates to be prepaid in the event the School District prepays the Certificates in part, or (iv) the payment by the Depository or any Participant or any other person, of any amount with respect to principal, premium, if any, or interest evidenced and represented by book-entry Certificates. The School District and the Trustee may treat and consider the person in whose name each book-entry Certificate is registered in the Certificate register as the absolute Owner of such book-entry Certificate for the purpose of payment of principal, premium and interest evidenced by such Certificate, for the purpose of giving notices of prepayment and other matters with respect to such Certificate, for the purpose of registering transfers with respect to such Certificate, and for all other purposes whatsoever. The Trustee shall pay all principal, premium, if any, and interest evidenced by the Certificates only to or upon the order of the respective Owner, as shown in the Certificate register, or their respective attorney duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the School District's obligations with respect to payment of principal, premium, if any, and interest evidenced by the Certificates to the extent of the sum or sums so paid. No person other than an Owner, as shown in the Certificate register, shall receive a Certificate evidencing the obligation to make payments of principal, premium, if any, and interest evidenced by the Certificates. Upon delivery by the Depository to the Owner and the Trustee, of written notice to the effect that the Depository has determined to substitute a new nominee in place of the Nominee, and subject to the provisions herein with respect to Record Dates, the word "Nominee" in this Trust Agreement shall refer to such nominee of the Depository.

(b) Delivery of Letter of Representations. In order to qualify the book-entry Certificates for the Depository's book-entry system, the School District shall execute and deliver to the Depository a Letter of Representations. The execution and delivery of a Letter of Representations shall not in any way impose upon the School District any obligation whatsoever with respect to persons having interests in such book-entry Certificates other than the Owners, as shown on the Certificate register. In addition to the execution and delivery of a Letter of Representations, the School District shall take such other actions, not inconsistent with this Trust Agreement, as are reasonably necessary to qualify book-entry Certificates for the Depository's book-entry program.

(c) Selection of Depository. In the event (i) the Depository determines not to continue to act as securities depository for book-entry Certificates, or (ii) the School District determines that continuation of the book-entry system is not in the best interest of the beneficial owners of the Certificates or the School District, then the School District will discontinue the book-entry system with the Depository. If the School District determines to replace the Depository with another qualified securities depository, the School District shall prepare or direct the preparation of a new

single, separate, fully registered Certificate for each of the maturity dates of such book-entry Certificates, registered in the name of such successor or substitute qualified securities depository or its Nominee as provided in subsection (e) hereof. If the School District fails to identify another qualified securities depository to replace the Depository, then the Certificates shall no longer be restricted to being registered in such Certificate register in the name of the Nominee, but shall be registered in whatever name or names the Owners transferring or exchanging such Certificates shall designate, in accordance with the provisions of Section 2.08 hereof.

(d) Payments to Depository. Notwithstanding any other provision of this Trust Agreement to the contrary, so long as all Outstanding Certificates are held in book-entry and registered in the name of the Nominee, all payments with respect to principal, prepayment premium, if any, and interest evidenced and represented by such Certificate and all notices with respect to such Certificate shall be made and given, respectively to the Nominees, as provided in the Letter of Representations or as otherwise instructed by the Depository and agreed to by the Trustee notwithstanding any inconsistent provisions herein.

(e) Transfer of Certificates to Substitute Depository.

(i) The Certificates shall be initially executed and delivered as provided in Section 2.01 hereof. If such Certificates are initially registered in the name of the Nominee, then registered ownership of such Certificates, or any portions thereof, may not thereafter be transferred except:

(A) to any successor of DTC or its nominee, or of any substitute depository designated pursuant to clause (B) of subsection (i) of this Section 2.13(e) ("Substitute Depository"); provided that any successor of DTC or Substitute Depository shall be qualified under any applicable laws to provide the service proposed to be provided by it;

(B) to any Substitute Depository, upon (1) the resignation of DTC or its successor (or any Substitute Depository or its successor) from its functions as depository, or (2) a determination by the School District that DTC (or its successor) is no longer able to carry out its functions as depository; provided that any such Substitute Depository shall be qualified under any applicable laws to provide the services proposed to be provided by it; or

(C) to any person as provided below, upon (1) the resignation of DTC or its successor (or any Substitute Depository or its successor) from its functions as depository, or (2) a determination by the School District that DTC or its successor (or Substitute Depository or its successor) is no longer able to carry out its functions as depository.

(ii) In the case of any transfer pursuant to clause (A) or clause (B) of subsection (i) of this Section 2.13(e), upon receipt of all Outstanding Certificates by the Trustee, together with a written request of the School District to the Trustee designating the Substitute Depository, a single new Certificate, which the School District shall prepare or cause to be prepared, shall be executed and delivered for each maturity of Certificates then Outstanding, registered in the name of such successor or such Substitute Depository or their Nominees, as the case may be, all as specified in such written request of the School District. In the case of any transfer pursuant to clause (C) of subsection (i) of this Section 2.13(e), upon receipt of all Outstanding Certificates by the Trustee, together with a written request of the School District to the Trustee, new Certificates, which the School District shall prepare or cause to be prepared, shall be executed and delivered in such

denominations and registered in the names of such persons as are requested in such written request of the School District, subject to the limitations of Section 2.01 hereof, provided that the Trustee shall not be required to deliver such new Certificates within a period of less than sixty (60) days from the date of receipt of such written request from the School District.

(iii) In the case of a partial prepayment or an advance refunding of any Certificates evidencing a portion of the principal maturing in a particular year, DTC or its successor (or any Substitute Depository or its successor) shall make an appropriate notation on such Certificates indicating the date and amounts of such reduction in principal, in form acceptable to the Trustee, all in accordance with the Letter of Representations. The Trustee shall not be liable for such Depository's failure to make such notations or errors in making such notations.

(iv) The School District and the Trustee shall be entitled to treat the person in whose name any Certificate is registered as the Owner thereof for all purposes of this Trust Agreement and any applicable laws, notwithstanding any notice to the contrary received by the Trustee or the School District; and the School District and the Trustee shall not have responsibility for transmitting payments to, communicating with, notifying, or otherwise dealing with any beneficial owners of the Certificates. Neither the School District nor the Trustee shall have any responsibility or obligation, legal or otherwise, to any such beneficial owners or to any other party, including DTC or its successor (or Substitute Depository or its successor), except to the Owner of any Certificates, and the Trustee may rely conclusively on its records as to the identity of the Owners of the Certificates.

Section 2.14 Destruction of Cancelled Certificates. Whenever in this Trust Agreement provision is made for the surrender or cancellation by the Trustee and the delivery to the School District of any Certificates, the Trustee will cancel and destroy such Certificates and deliver a certificate of such destruction to the School District upon its request.

Section 2.15 Additional Certificates. Subsequent to the execution and delivery by the Trustee of the Certificates, the Trustee shall, with the written consent of the Insurer, upon written request or requests of the School District Representative and of the Corporation Representative, execute and deliver from time to time one or more series of Additional Certificates in such aggregate principal amount as may be set forth in such written request or requests, provided that there shall have been compliance with all of the following conditions, which are hereby made conditions precedent to the preparation, execution and delivery of such Additional Certificates:

(a) The parties to this Trust Agreement shall have executed a supplemental agreement setting forth the terms and provisions of such Additional Certificates, including the establishment of such funds and accounts, separate and apart from the funds and accounts established hereunder for the Certificates executed and delivered on the Closing Date, as shall be necessary or appropriate, which supplemental agreement shall require that prior to the delivery of such Additional Certificates there shall be on deposit in the Reserve Fund established hereunder or in a reserve fund established under such supplemental agreement an amount equal to the Reserve Requirement upon the execution and delivery of the Additional Certificates;

(b) The principal and interest payable with respect to such Additional Certificates and any premium payable upon prepayment of such Additional Certificates shall be payable only on Certificate Payment Dates applicable to the Certificates;

(c) The Lease shall have been amended by the parties thereto if necessary to (i) increase or adjust the Lease Payments due and payable on each Lease Payment Deposit Date to an amount sufficient to pay the principal, premium (if any) and interest payable with respect to all Outstanding Certificates, including all Additional Certificates as and when the same mature or become due and payable (except to the extent such principal, premium and interest may be payable out of moneys then in the Reserve Fund or otherwise on deposit with the Trustee in accordance with this Trust Agreement), (ii) if appropriate, amend the definition of "Property" to include as part of the Property all or any portion of additions, betterments, extensions, improvements or replacements, or such other real or personal property (whether or not located upon the Property as such Property is constituted as of the date of this Trust Agreement), to be financed, acquired or constructed by the preparation, execution and delivery of such Additional Certificates, and (iii) make such other revisions to the Lease as are necessitated by the execution and delivery of such Additional Certificates (provided, however, that such other revisions shall not prejudice the rights of the Owners of Outstanding Certificates as granted them under the terms of this Trust Agreement);

(d) The School District and the Corporation shall have determined that the Lease Payments to be paid by the School District (including those evidenced by the Additional Certificates) do not exceed the fair rental value of the Property pursuant to Section 4.6 of the Lease.

(e) There shall have been delivered to the Trustee a counterpart of the amendments required by subsection 2.15(c) hereof;

(f) The Trustee shall have received a certificate of the Corporation Representative that there exists on the part of the Corporation no Event of Default (or any event which, once all notice or grace periods have passed, would constitute an Event of Default);

(g) The Trustee shall have received a certificate of the School District Representative that (i) there exists on the part of the School District no Event of Default (or any event which, once all notice or grace periods have passed, would constitute an Event of Default) and (ii) the Lease Payments as increased or adjusted do not exceed in any year the fair rental value of the Property (as such term is defined in the amended Lease);

(h) The Trustee shall have received an opinion of Special Counsel substantially to the effect that (i) said supplemental agreement and said amendments to the Lease comply in all respects with the requirements of this Section 2.15 and Section 10.01 hereof, (ii) said supplemental agreement and said amendments to the Lease have been duly authorized, executed and delivered by each of the respective parties thereto (provided that said opinion of Special Counsel, in rendering the opinions set forth in this clause (ii), shall be entitled to rely upon one or more other opinions of counsel, including counsel to any of the respective parties to said supplemental agreement or said amendments to the Lease), (iii) assuming that no Event of Default has occurred and is continuing, this Trust Agreement, as amended by said supplemental agreement, and the Lease, as amended by the respective amendments thereto, constitute the legal, valid and binding obligations of the respective parties thereto, enforceable against said parties in accordance with their respective terms (except to the extent that enforcement thereof may be limited by bankruptcy, insolvency, moratorium, debt adjustment or other laws affecting creditors' rights generally, and except to the extent that enforcement thereof may be limited by general principles of equity, regardless of whether enforcement is sought in a legal or equitable proceeding) and (iv) the execution of such supplemental agreement and said amendments to the Lease, and performance by the parties thereunder, will not result in the inclusion of the Interest Component of any Lease Payments evidenced by any Certificates, including Additional Certificates, theretofore prepared,

executed and delivered, in the gross income of the Owners of the Certificates for purposes of federal income taxation;

(i) The School District shall have provided each rating agency then rating the Certificates written notice of the proposed execution and delivery of such Additional Certificates at the addresses indicated in Section 14.05 and shall receive a rating confirmation that the current rating or ratings of the Outstanding Certificates will not be reduced, withdrawn or suspended as a result of the execution and delivery of such Additional Certificates from each rating agency then rating the Certificates.

(j) There shall have been delivered to the Trustee an endorsement to or reissuance of the title insurance policy delivered under Section 5.5 of the Lease providing that the insured amount is at least equal to the aggregate principal amount of all of the Certificates and Additional Certificates outstanding upon the execution and delivery of such Additional Certificates;

(k) Upon the execution and delivery of such Additional Certificates, there shall have been delivered to the Trustee cash or a Reserve Facility sufficient to increase the amount on deposit in the Reserve Fund, or a reserve fund established under the supplemental agreement, to the Reserve Requirement (calculated with respect to all Outstanding Certificates and Additional Certificates);

(l) Such other conditions shall have been satisfied, and such other instruments shall have been duly executed and delivered to the Trustee (with a copy to each rating agency then rating the Certificates), as the School District or the Corporation shall have reasonably requested.

Upon delivery to the Trustee of the foregoing instruments, the Trustee shall cause to be executed and delivered Additional Certificates representing the aggregate principal amount specified in such supplemental agreement, and such Additional Certificates shall be equally and ratably secured with all Certificates, including any Additional Certificates, theretofore prepared, executed and delivered, all without preference, priority or distinction (other than with respect to maturity, payment, prepayment or sinking fund payment (if any)) of any one Certificate, including Additional Certificates, over any other; provided, however, that no provision of this Trust Agreement shall require the School District to consent to or otherwise permit the preparation, execution and delivery of Additional Certificates, it being understood and agreed that any such consent or other action of the School District to permit the preparation, execution and delivery of Additional Certificates, or lack thereof, shall be in the sole discretion of the School District.

ARTICLE III

PROJECT AND DELIVERY COST FUNDS

Section 3.01 Establishment of Project Fund. The Trustee shall establish a special fund designated as the "San Ysidro School District Project Fund," referred to herein as the "Project Fund," shall keep the Project Fund separate and apart from all other funds and moneys held by it, and shall administer such fund as herein provided. The Project Fund shall be held and applied by the Trustee in accordance herewith.

Section 3.02 Purpose. Moneys in the Project Fund shall be expended for Project Costs.

Section 3.03 Deposit of Moneys; Payment of Project Costs.

(a) Deposits. There shall be credited to the Project Fund the following amounts: (1) amounts transferred from the CFD Fiscal Agent pursuant to Section 2.07(a) hereof; and (2) all investment earnings on moneys held in the Project Fund, which shall remain in the Project Fund until expended for Project Costs or applied as set forth in Section 3.05 below.

(b) Disbursements. The Trustee shall disburse moneys in the Project Fund from time to time to pay Project Costs directly or to reimburse the School District for payment of Project Costs, upon receipt by the Trustee of a Project Cost Requisition signed by the School District Representative. The Trustee shall be absolutely protected in making any disbursement from the Project Fund in reliance upon a Project Cost Requisition signed by the School District Representative. Each such Project Cost Requisition shall be sufficient evidence to the Trustee of the facts stated therein and the Trustee shall have no duty to confirm the accuracy of such facts.

Notwithstanding the foregoing, upon the occurrence of an Event of Default (to the Actual Knowledge of the Trustee) or an event which with notice or lapse of time would constitute an Event of Default (to the Actual Knowledge of the Trustee), amounts on deposit in the Project Fund shall not be disbursed without the Insurer's consent (so long as the Insurer is not in default in its payment obligations under the Insurance Policy), but shall instead be applied to the payment of amounts due with respect to the Certificate or prepayment of the Certificates.

Section 3.04 Establishment of the Delivery Cost Fund. There is hereby established a separate fund to be known as the "Delivery Cost Fund," which shall be held by the Trustee in trust. The moneys in the Delivery Cost Fund shall be used and withdrawn by the Trustee from time to time to pay the Delivery Costs upon submission of a Delivery Cost Requisition stating (a) the person to whom payment is to be made, (b) the amount to be paid, (c) the purpose for which the obligation was incurred, (d) that such payment is a proper charge against the Delivery Cost Fund, and (e) that such amounts have not been the subject of a prior Delivery Cost Requisition. On the earlier of (i) May 31, 2021, or (ii) the date of receipt by the Trustee of a Delivery Cost Requisition therefor, all amounts (if any) remaining in the Delivery Cost Fund shall be withdrawn therefrom by the Trustee and transferred to the Lease Payment Fund. Thereafter, the Delivery Cost Fund shall be closed. Each such Delivery Cost Requisition shall be sufficient evidence to the Trustee of the facts stated therein and the Trustee shall have no duty to confirm the accuracy of such facts.

Section 3.05 Transfers of Unexpended Funds. Upon the filing with the Trustee of the Certificate of Completion pursuant to Section 3.4 of the Lease, the Trustee shall withdraw all remaining moneys in the Project Fund (other than any moneys retained therein to pay Project Costs not then due and payable and certified by the School District Representative) and shall transfer such moneys to the Lease Payment Fund to be applied to the payment of principal and interest evidenced by the Certificates as prescribed in Section 5.03 hereof or, at the written election of the School District delivered to the Trustee, shall transfer such moneys to the School District for the purpose of capital expenditures of the School District and the Project Fund shall be closed.

ARTICLE IV

PREPAYMENT OF CERTIFICATES

Section 4.01 Establishment of Prepayment Fund. The Trustee shall establish a special fund designated as the "San Ysidro School District Prepayment Fund," referred to herein as the "Prepayment Fund"; shall keep such fund separate and apart from all other funds and moneys held by it; and shall administer such fund as herein provided. Moneys to be used for prepayment of the Certificates shall be deposited into the Prepayment Fund and used solely for the purpose of prepaying the Certificates in advance of their maturity on the date designated for prepayment and, in the case of extraordinary or optional prepayment, upon presentation and surrender of such Certificates to the Trustee.

Section 4.02 Extraordinary Prepayment. The Certificates are subject to prepayment prior to their respective maturity dates on any date, in whole or in part, from Net Proceeds which the Trustee shall transfer to the Prepayment Fund as provided in Section 6.1(c) of the Lease at least 45 days prior to the date set for prepayment and credited towards the prepayment made by the School District pursuant to Section 10.2 of the Lease, at a prepayment price equal to the Principal Component of the Lease Payments to be prepaid, together with accrued interest to the date fixed for prepayment, without premium.

Section 4.03 Optional Prepayment and Mandatory Prepayment.

(a) Optional Prepayment. The Certificates maturing on or after September 1, ____, are subject to optional prepayment prior to their respective maturity dates on any date on or after _____, in whole or in part, at the option of the School District, from any lawfully available source of funds in the event the School District exercises its option under the Lease to prepay the Principal Component of the Lease Payments (in integral multiples of $5,000), at a prepayment price equal to the Principal Component of the Lease Payments to be prepaid, plus accrued interest to the date fixed for prepayment, without premium.

In the event the School District gives notice to the Trustee of its intention to exercise such option, but does not deposit with the Trustee on or prior to the prepayment date an amount equal to the prepayment price, the School District will continue to pay the Lease Payments as if no such notice had been given. The Trustee will notify all Certificate Owners that were notified pursuant to Section 4.05 of the School District's election to optionally prepay the Certificates that such prepayment will not occur and that the School District will continue to pay the Lease Payments as if no notice of optional prepayment had been given.

(b) Mandatory Prepayment from Special Tax Prepayments. The Certificates are subject to extraordinary prepayment upon the redemption of CFD No. 3 Bonds that result from the prepayment of special taxes. Because the payments of principal and interest on the Certificates are sized to match the payments of principal and interest due on the CFD No. 3 Bonds, the Certificates to be prepaid under this subsection shall match those CFD No. 3 Bonds that are redeemed from the special tax prepayments.

(c) Mandatory Prepayment from Sinking Fund Payments. The Certificates maturing on September 1, ____ are subject to mandatory prepayment in part, by lot, on September 1, ____, and each September 1 thereafter prior to maturity, at a prepayment price equal to the principal

amount thereof, together with accrued interest to the date fixed for prepayment, without premium, and to payment at maturity in the amounts set forth in the following table:

Term Certificates Due on September 1, ____

Year (September 1)	*Principal Amount*
	$
(Maturity)	

The Certificates maturing on September 1, ____ are subject to mandatory prepayment in part, by lot, on September 1, ____, and each September 1 thereafter prior to maturity, at a prepayment price equal to the principal amount thereof, together with accrued interest to the date fixed for prepayment, without premium, and to payment at maturity in the amounts set forth in the following table:

Term Certificates Due on September 1, ____

Year (September 1)	*Principal Amount*
	$
(Maturity)	

In the event of a partial optional prepayment of the Certificates maturing on September 1, ____ or September 1, ____, each of the remaining mandatory sinking fund payments for such Certificates will be reduced, as nearly as practicable, on a *pro rata* basis in the amount of $5,000 or any integral multiple thereof, as directed by the School District.

If prior to one of the mandatory prepayment dates specified above the School District purchases any Certificates maturing on September 1, ____ or September 1, ____, then at least 45 days prior to the prepayment date, the School District shall notify the Trustee as to the principal amount purchased, and the amount of Certificates so purchased shall be credited at the time of purchase, to the extent of the full principal amount thereof to reduce the upcoming scheduled payment for the Certificates so purchased. All such Certificates purchased pursuant to the Trust Agreement shall be cancelled.

Section 4.04 Selection of Certificates for Prepayment. Whenever provision is made in this Trust Agreement for the optional prepayment of Certificates and less than all Outstanding Certificates are called for optional prepayment, the Trustee shall select Certificates for optional prepayment, from among maturities selected by the School District and by lot within any maturity. For extraordinary prepayment of the Certificates, pursuant to Section 4.02 hereof, the Trustee shall select Certificates for prepayment *pro rata* among maturities of all Certificates Outstanding and by lot within any maturity.

The Trustee shall promptly notify the School District and the Corporation in writing of the Certificates so selected for prepayment by mailing to the School District and the Corporation copies of the notice of prepayment provided for in Section 4.05.

Section 4.05 Notice of Prepayment.

(a) Content. When prepayment is authorized or required pursuant to this Article IV, the Trustee shall give notice of the prepayment of the Certificates. Such notice shall specify: (a) the prepayment date, (b) the prepayment price, (c) if less than all of the Outstanding Certificates are to be prepaid, the Certificate numbers (and in the case of partial prepayment, the respective principal amounts), (d) the CUSIP numbers of the Certificates to be prepaid, (e) the place or places where the prepayment will be made, (f) the original date of execution and delivery of the Certificates, (g) the rate of interest payable with respect to each Certificate being prepaid, (h) any other descriptive information regarding the Certificates needed to identify accurately the Certificates being prepaid, and (i) if the notice is conditional, a statement to that effect. Such notice shall further state that on the specified date there shall become due and payable upon each Certificate to be prepaid, the portion of the principal amount of such Certificate to be prepaid, together with interest accrued to said date, and that from and after such date, provided that moneys therefor have been deposited with the Trustee, interest with respect thereto shall cease to accrue and be payable. Such prepayment notices may state that no representation is made as to the accuracy or correctness of the CUSIP numbers printed therein or on the Certificates.

Any notice of prepayment for an optional prepayment of the Certificates pursuant to Section 4.03 may be conditional, and, if any condition stated in the notice of prepayment shall not have been satisfied on or prior to the prepayment date: (i) the notice of prepayment shall be of no force and effect, (ii) the Trustee shall not be required to prepay such Certificates, (iii) the prepayment shall not be made, and (iv) the Trustee shall within a reasonable time thereafter give notice to the persons in the manner in which the conditional notice of prepayment was given that such condition or conditions were not met and that the prepayment was canceled.

(b) Recipients; Timing. So long as the Certificates are held in book-entry form by the Depository, notice of prepayment shall be given to the Depository in the manner agreed to by the Depository and the Trustee. In the event that the Certificates are no longer held in book-entry only form, notice of such prepayment shall be sent by first class mail, postage prepaid, to the respective Owners of any Certificates designated for prepayment at their addresses appearing on the Certificate registration books, at least thirty (30) days, but not more than sixty (60) days, prior to the prepayment date. Neither failure to receive notice of prepayment nor any defect in any notice so given shall affect the sufficiency of the proceedings for the prepayment of such Certificates.

In addition, notice of prepayment shall also be sent to the Municipal Securities Rulemaking Board through its Electronic Municipal Market Access system simultaneously with the mailing of notices required by the first paragraph above; provided, that neither failure to provide such notice nor any defect in any notice shall affect the sufficiency of the proceedings for the prepayment of such Certificates.

Section 4.06 Partial Prepayment of Certificates. Upon surrender by the Owner of a Certificate for partial prepayment at the Principal Office, payment of such partial prepayment of the principal amount of a Certificate will be paid to such Owner. Upon surrender of any Certificate prepaid in part only, the Trustee shall execute and deliver to the registered Owner thereof, at the expense of the School District, a new Certificate or Certificates which shall be of authorized denominations equal in aggregate principal amount to the unprepaid portion of the Certificate surrendered and of the same interest rate and the same maturity. Such partial prepayment shall be valid upon payment of the amount

thereby required to be paid to such Owner, and the School District, the Corporation and the Trustee shall be released and discharged from all liability to the extent of such payment.

Section 4.07 Effect of Notice of Prepayment. Notice having been given to the Owners of the Certificates as aforesaid, and the moneys for the prepayment (including the interest to the applicable date of prepayment), having been set aside in the Prepayment Fund, the Certificates shall become due and payable on said date of prepayment, and, upon presentation and surrender thereof at the Principal Office, said Certificates shall be paid at the prepayment price with respect thereto, plus interest accrued and unpaid to said date of prepayment.

If, on said date of prepayment, moneys for the prepayment of all the Certificates to be prepaid, together with interest to said date of prepayment, shall be held by the Trustee so as to be available therefor on such date of prepayment, and, if notice of prepayment thereof shall have been given as aforesaid, then, from and after said date of prepayment, interest evidenced by the Certificates to be prepaid shall cease to accrue and become payable. All moneys held by or on behalf of the Trustee for the prepayment of Certificates shall be held in trust for the account of the Owners of the Certificates so to be prepaid, without liability for interest thereon.

All Certificates paid at maturity or prepaid prior to maturity pursuant to the provisions of this Article shall be cancelled upon surrender thereof and destroyed.

Section 4.08 Surplus. Any funds remaining in the Prepayment Fund after prepayment and payment of all Certificates Outstanding, including payment of any applicable fees and expenses to the Trustee pursuant to Sections 9.06 and 9.07 hereof and any other Additional Payments payable under the Lease or provision made therefor satisfactory to the Trustee, and provision for any amounts required to be transferred to the Rebate Fund pursuant to Sections 8.07 and 8.08 hereof, shall be withdrawn by the Trustee and remitted to the School District.

ARTICLE V

LEASE PAYMENTS; LEASE PAYMENT FUND

Section 5.01 Security Provisions.

(a) Assignment of Rights in Lease. The Corporation has, pursuant to the Assignment Agreement, assigned and set over to the Trustee certain of its rights in the Lease, including but not limited to all of the Corporation's rights to receive and collect all of the Lease Payments, Prepayments, Reserve Replenishment Rent and all other amounts required to be deposited in the Lease Payment Fund pursuant to the Lease or pursuant hereto. All Lease Payments, Prepayments, Reserve Replenishment Rent and such other amounts to which the Corporation may at any time be entitled (other than amounts due to the Corporation under Section 4.11 of the Lease) shall be paid directly to the Trustee, and all of such Lease Payments, Prepayments, Reserve Replenishment Rent collected or received by the Corporation shall be deemed to be held and to have been collected or received by the Corporation as the agent of the Trustee and if received by the Corporation at any time shall be deposited by the Corporation with the Trustee within one Business Day after the receipt thereof, and all such Lease Payments shall be forthwith deposited by the Trustee upon the receipt thereof in the Lease Payment Fund, all such Prepayments shall be forthwith deposited by the Trustee upon the receipt thereof in the Prepayment Fund, and all such Reserve Replenishment Rent shall be forthwith deposited by the Trustee upon the receipt thereof in the Reserve Fund. The proceeds of any rental interruption

insurance shall be deposited in the Reserve Fund and the Lease Payment Fund in accordance with Section 5.4(c) of the Lease.

(b) Security Interest in Moneys and Funds. The Corporation and the School District, as their interests may appear, hereby grant to the Trustee for the benefit of the Owners a lien on and a security interest in all moneys in the funds held by the Trustee under this Trust Agreement (excepting only the Rebate Fund and any moneys to be deposited into the Rebate Fund), including without limitation, the Lease Payment Fund, the Reserve Fund (including the Reserve Policy), the Prepayment Fund, the Project Fund and the Net Proceeds Fund, and all such moneys shall be held by the Trustee in trust and applied to the respective purposes specified herein and in the Lease.

(c) Pledge of Lease Payments and Proceeds. The Lease Payments and any proceeds from the re-letting or any other disposition of the Property pursuant to Article IX of the Lease (the "Lease Proceeds") are hereby irrevocably pledged to and shall be used for the punctual payment of the interest and principal represented by the Certificates and, except as permitted under Section 2.15 hereof with respect to Additional Certificates, the Lease Payments and Lease Proceeds shall not be used for any other purpose while any of the Certificates remain Outstanding. This pledge shall constitute a first lien on the Lease Payments and Lease Proceeds in accordance with the terms hereof, subject to Section 9.06 hereof.

Section 5.02 Establishment of Lease Payment Fund. The Trustee shall establish a special fund designated as the "San Ysidro School District Lease Payment Fund" and shall establish an Interest Account therein. All moneys at any time deposited by the Trustee in the Lease Payment Fund shall be held by the Trustee in trust for the benefit of the Owners of the Certificates. So long as any Certificates are Outstanding, neither the School District nor the Corporation shall have any beneficial right or interest in the Lease Payment Fund or the moneys deposited therein, except only as provided in this Trust Agreement, and such moneys shall be used and applied by the Trustee as hereinafter set forth.

Section 5.03 Application of Moneys. Except as provided in this Section 5.03 and in Section 5.04, all amounts in the Lease Payment Fund shall be used and withdrawn by the Trustee solely for the purpose of paying the principal and interest evidenced by the Certificates as the same shall become due and payable, in accordance with the provisions of Article II and Article IV hereof, subject to the requirement that certain investment earnings may be transferred to the Rebate Fund, as provided in Section 8.08 hereof. If the School District fails to deposit with the Trustee a Lease Payment on the applicable Lease Payment Deposit Date, the Trustee will, within two Business Days after such Lease Payment Deposit Date, notify the Insurer of such failure. The Insurance Policy will be held by the Trustee and will be deemed to be held in the Lease Payment Fund.

On each Certificate Payment Date, the Trustee first shall set aside in the Interest Account an amount sufficient to pay the interest evidenced by the Certificates becoming due and payable on such date, and deliver such amount as provided in this Trust Agreement to the Owners; and second shall set aside an amount sufficient to pay the principal evidenced by the Certificates becoming due and payable on such Certificate Payment Date, and deliver such amounts to the applicable Owners as provided herein.

Section 5.04 Surplus. Any funds remaining in the Lease Payment Fund after payment of all Certificates Outstanding, including payment of any applicable fees, expenses or other amounts owed to the Trustee pursuant to Sections 9.06 and 9.07 hereof and any other Additional Payments due under the Lease, or provision made therefor satisfactory to the Trustee, and provision for any amounts

required to be transferred to the Rebate Fund pursuant to Section 8.08 hereof, shall be withdrawn by the Trustee and remitted to the School District.

ARTICLE VI

RESERVE FUND

Section 6.01 Establishment of Reserve Fund. The Trustee shall establish a special fund designated as the "San Ysidro School District Reserve Fund," referred to herein as the "Reserve Fund." All moneys at any time on deposit in the Reserve Fund (including the Reserve Policy and any Reserve Facility hereafter provided to satisfy the Reserve Requirement in whole or in part) shall be held in trust for the benefit of the Owners of the Certificates, as a reserve for the payment when due of all the Lease Payments to be paid pursuant to the Lease and of all payments on the Certificates and applied solely as provided herein.

Section 6.02 Funding.

(a) Reserve Requirement. On the Closing Date, there shall be deposited in the Reserve Fund the Reserve Policy. The Reserve Requirement may thereafter be satisfied by the School District crediting to the Reserve Fund cash or with notice to S&P or Moody's, a Reserve Facility or Reserve Facilities or any combination thereof, which in the aggregate make funds available in the Reserve Fund in an amount equal to the Reserve Requirement; however, the long-term unsecured debt or claim-paying ability, as the case may be, of the provider of any such Reserve Facility issued to replace all or a portion of the Reserve Policy, must be rated in one of the two highest rating categories by Moody's or S&P (without regard to qualifiers), but only at the time of purchase of the Reserve Facility.

The term of any Reserve Facility shall either be equal to the term of the Lease or a rollover of the Reserve Facility or other equivalent replacement shall be required such that the aggregate term of all Reserve Facilities shall equal the term of the Lease.

(b) Reserve Facility. Any amounts paid pursuant to the Reserve Policy and any other Reserve Facility shall be deposited in the Reserve Fund. The School District may substitute moneys for all or part of the amount available to be drawn under the Reserve Policy and any other Reserve Facility so long as, at the time of such substitution, the amount on deposit in the Reserve Fund, together with the amount available the Reserve Facilities credited thereto (taking into account any reduction in the amount available under such Reserve Facility to be made in connection with said substitution) shall be at least equal to the Reserve Requirement. The School District shall not substitute any Reserve Facility in lieu of all or any portion of the Reserve Policy or moneys on deposit in the Reserve Fund without the prior written consent of the Insurer (so long as the Insurer is not in default in its payment obligations under the Insurance Policy or the Reserve Policy).

Amounts on deposit in the Reserve Fund which were not derived from payments under the Reserve Policy or another Reserve Facility credited thereto to satisfy a portion of the Reserve Requirement shall be used and withdrawn by the Trustee prior to using and withdrawing any amounts derived from payments under the Reserve Policy or other Reserve Facility. In order to accomplish such use and withdrawal of such amounts not derived from payments under the Reserve Policy or another Reserve Facility, the Trustee shall, as and to the extent necessary, liquidate any investments purchased with such amounts.

The School District will have no obligation to replace a Reserve Policy or to fund the Reserve Fund with cash if, at any time that the Certificates are Outstanding, the Reserve Policy (or its provider) is downgraded or the provider becomes insolvent, if there is an unscheduled termination of the Reserve Policy or if for any reason insufficient amounts are available to be drawn upon under the Reserve Policy; provided, however, that the School District shall reimburse the provider, in accordance with the terms of the Reserve Policy, for any draws made thereon.

Section 6.03 Transfers of Excess. The Trustee shall, on or before February 15 and August 15 of each year, provide written notice to the School District of any moneys which are estimated to be on hand in the Reserve Fund (including investment earnings) in excess of the Reserve Requirement on the next succeeding March 1 or September 1, as the case may be, and one Business Day immediately preceding any Lease Payment Deposit Date, the Trustee shall transfer such excess moneys to the Lease Payment Fund to be applied to the Lease Payment then due from the School District. In the event of the partial Prepayment of Lease Payments the School District may instruct the Trustee to reduce the cash amounts on deposit in the Reserve Fund to the Reserve Requirement as of such date and may direct the Trustee to transfer excess cash amounts from the Reserve Fund for any lawful purpose.

The transfers described above are in each case subject to the requirement that if the Certificate proceeds shall have become subject to the arbitrage rebate provisions of Section 148(f) of the Code as described in Section 8.08 hereof then amounts available for transfer under the preceding paragraph may be transferred to the Rebate Fund at the direction of the School District as provided in Section 8.08 hereof.

Section 6.04 Application of Reserve Fund in Event of Deficiency in Lease Payment Fund.

(a) At least five (5) Business Days immediately preceding any Certificate Payment Date, the Trustee shall ascertain the necessity for a claim under the Reserve Policy or other Reserve Facility in accordance with the terms hereof, and shall provide notice to the Reserve Insurer and the provider of any other Reserve Facility at least five (5) Business Days prior to each date upon which interest or principal is due on the Certificates.

(b) Whether or not Lease Payments are then in abatement, if five (5) Business Days immediately preceding any Certificate Payment Date the moneys available in the Lease Payment Fund do not equal the amount of the principal and interest with respect to the Certificates then coming due and payable, the Trustee first shall apply the moneys available in the Reserve Fund to make delinquent or abated Lease Payments on behalf of the School District by transferring the amount necessary for such purpose to the Lease Payment Fund. All cash and investments in the Reserve Fund shall be transferred to the Lease Payment Fund before any drawing shall be made on the Reserve Policy or any other Reserve Facility. The Trustee shall take whatever action is necessary to liquidate or draw upon investments of funds held in the Reserve Fund or draw upon the Reserve Policy or other Reserve Facility to make such funds available for application as provided hereunder on the Certificate Payment Date.

(c) Draws on all Reserve Facilities (including the Reserve Policy) on which there is available coverage shall be made on a *pro rata* basis (calculated by reference to the coverage then available thereunder) after applying all available cash and investments in the Reserve Fund. "Available coverage" means the coverage then available for disbursement pursuant to the terms of the applicable

Reserve Facilities without regard to the legal or financial ability or willingness of the provider of such instrument to honor a claim or draw thereon or the failure of such provide to honor any such claim or draw.

(d) The Trustee shall repay the Reserve Insurer any draws under the Reserve Policy together with interest thereon at the Late Payment Rate (defined below) from Reserve Replenishment Rent paid by the School District pursuant to Section 4.4(d) of the Lease. The Trustee shall also pay all related reasonable expenses incurred by the Reserve Insurer together with interest thereon at the Late Payment Rate from Additional Payments made by the School District pursuant to Section 4.11 of the Lease. "Late Payment Rate" means, as calculated by the Reserve Insurer, the lesser of (a) the greater of (i) the per annum rate of interest, publicly announced from time to time by JPMorgan Chase Bank at its principal office in the City of New York, New York, as its prime or base lending rate ("Prime Rate") (any change in such Prime Rate to be effective on the date such change is announced by JPMorgan Chase Bank) plus 3%, and (ii) the then applicable highest rate of interest due with respect to the Certificates, and (b) the maximum rate permissible under applicable usury or similar laws limiting interest rates. The Late Payment Rate shall be computed on the basis of the actual number of days elapsed over a year of 360 days. In the event JPMorgan Chase Bank ceases to announce its Prime Rate publicly, the Prime Rate shall be the publicly announced prime or base lending rate of such national bank as the Reserve Insurer shall specify. If the interest provisions of this subparagraph (a) shall result in an effective rate of interest which, for any period, exceeds the limit of the usury or any other laws applicable to the indebtedness created herein, then all sums in excess of those lawfully collectible as interest for the period in question shall, without further agreement or notice between or by any party hereto, be applied as additional interest for any later periods of time when amounts are outstanding hereunder to the extent that interest otherwise due hereunder for such periods plus such additional interest would not exceed the limit of the usury or such other laws, and any excess shall be applied upon principal immediately upon receipt of such moneys by the Reserve Insurer, with the same force and effect as if the Corporation or School District had specifically designated such extra sums to be so applied and the Reserve Insurer had agreed to accept such extra payment(s) as additional interest for such later periods. In no event shall any agreed-to or actual exaction as consideration for the indebtedness created herein exceed the limits imposed or provided by the law applicable to this transaction for the use or detention of money or for forbearance in seeking its collection.

Repayment of draws under the Reserve Policy and payment of expenses and accrued interest thereon at the Late Payment Rate (collectively, "Policy Costs") shall commence in the first month following each draw, and each such monthly payment shall be in an amount at least equal to 1/12 of the aggregate of Policy Costs related to such draw. Payment of any Policy Costs and reimbursements of amounts with respect to other Reserve Facilities shall be made on a pro-rata basis prior to replenishment of any cash drawn from the Reserve Fund.

Amounts in respect of Policy Costs paid to the Reserve Insurer shall be credited first to interest due, then to the expenses due and then to principal due. As and to the extent that payments are made to the Reserve Insurer on account of principal drawn on the Reserve Policy, the coverage under the Reserve Policy will be increased by a like amount, subject to the terms of the Reserve Policy.

If the School District shall fail to pay any Policy Costs in accordance with the requirements hereof, the Reserve Insurer shall be entitled to exercise any and all legal and equitable remedies available to it, including those provided hereunder, other than remedies which would adversely affect owners of the Certificates. This Trust Agreement shall not be discharged or terminated until all Policy Costs owing the Reserve Insurer shall have been paid in full. The School District's obligation to pay

such amounts from Reserve Replenishment Rent shall expressly survive payment in full of the Certificates.

Section 6.05 Trustee to Make All Lease Payments. If on any Certificate Payment Date the moneys on deposit in the Reserve Fund and the Lease Payment Fund (excluding amounts required for payment of principal or interest evidenced by the Certificates not presented for payment) are sufficient to pay all Outstanding Certificates, including all principal, interest and prepayment premiums (if any), the Trustee shall, upon the written direction of the School District Representative, transfer all amounts in the Reserve Fund to the Lease Payment Fund to be applied to the payment of the Lease Payments or Prepayments on behalf of the School District and such moneys shall be distributed to the Owners of Certificates in accordance with Article II of this Trust Agreement. Any amounts remaining in the Reserve Fund upon payment in full of all Outstanding Certificates and the Trustee's fees and expenses pursuant to Sections 9.06 and 9.07 hereof and any other Additional Payments due under the Lease, or upon provision for such payments as provided in Section 14.01 hereof and provisions for any amounts required to be transferred to the Rebate Fund pursuant to Section 8.08 hereof, shall at the written direction of the School District be withdrawn by the Trustee and paid to the School District.

ARTICLE VII

NET PROCEEDS FUND

Section 7.01 Establishment of Net Proceeds Fund; Deposits. The Trustee shall establish when required a special fund designated as the "San Ysidro School District Net Proceeds Fund," referred to herein as the "Net Proceeds Fund," to be maintained and held in trust for the benefit of the Owners, subject to disbursement therefrom as provided herein. The Trustee shall deposit Net Proceeds in the Net Proceeds Fund as provided in Section 6.1(a) of the Lease.

Section 7.02 Disbursements.

(a) Casualty Insurance. The Trustee shall disburse Net Proceeds (other than proceeds of any policy of title insurance which should be disbursed pursuant to Section 7.02(b) below) for replacement or repair of the Property as provided in Section 6.1(b) of the Lease, or transfer such proceeds to the Prepayment Fund upon notification of the School District Representative as provided in Sections 6.1(b) or 6.1(c) of the Lease. Pending such application, such Net Proceeds may be invested by the Trustee as directed by the School District in Permitted Investments that mature not later than such times moneys are expected to be needed to pay such costs of repair or replacement. Any amounts remaining in the Net Proceeds Fund following the repair or replacement of the Property shall, with the prior written consent of the Insurer, be disbursed to the School District. After all of the Certificates have been paid and the entire amount of principal and interest evidenced by the Certificates has been paid in full, or provision made for payment satisfactory to the Trustee, including provision for all amounts required to be transferred to the Rebate Fund pursuant to Section 8.08 hereof, the Trustee shall pay any remaining moneys in the Net Proceeds Fund to the School District after payment of any amounts due to the Trustee pursuant to Sections 9.06 and 9.07 hereof and any other Additional Payments due under the Lease.

(b) Title Insurance. Proceeds of any policy of title insurance received by the Trustee with respect to the Property shall be applied and disbursed by the Trustee upon the written request of the School District as follows:

(i) If the School District determines that the title defect giving rise to such proceeds has not substantially interfered with its use and occupancy of the Property and will not result in an abatement of Lease Payments and Additional Payments payable by the School District under the Lease (such determination to be certified by the School District in writing), such proceeds shall be remitted to the School District and used for any lawful purpose thereof; or

(ii) If the School District determines that the title defect giving rise to such proceeds has substantially interfered with its use and occupancy of the Property and will result in an abatement of Lease Payments and Additional Payments payable by the School District under the Lease, then the Trustee shall, with the prior consent of the Insurer, immediately deposit such proceeds in the Prepayment Fund and such proceeds shall be applied to the extraordinary prepayment of Certificates in the manner provided in Section 4.02 hereof.

Section 7.03 Cooperation. The Corporation and the Trustee shall cooperate fully with the School District at the expense of the School District in filing any proof of loss with respect to any insurance policy maintained pursuant to Article V of the Lease and in the prosecution or defense of any prospective or pending condemnation proceeding with respect to the Property or any item or portion thereof; provided, however, the Trustee shall not be obligated to take any action hereunder if it is not indemnified to its satisfaction from and against any liability or expense arising therefrom.

ARTICLE VIII

MONEYS IN FUNDS; INVESTMENT

Section 8.01 Held in Trust. The moneys and investments held by the Trustee under this Trust Agreement are irrevocably held in trust for the benefit of the Owners and, in the case of the Rebate Fund, for payment as required to the United States Treasury, and for the purposes herein specified, and such moneys, and any income or interest earned thereon, shall be expended only as provided in this Trust Agreement, and shall not be subject to levy or attachment or lien by or for the benefit of any creditor of the Corporation, the Trustee or the School District, or any of them.

Section 8.02 Investments Authorized.

(a) By Trustee. Subject to the further provisions of this Article VIII, moneys held by the Trustee hereunder shall be invested and reinvested on maturity by the Trustee pursuant to Section 8.02(b). The Trustee will report any such investments to the School District on a monthly basis in its regular statements. Such investments and reinvestments shall be made giving full consideration for the time at which funds are required to be available hereunder based upon information supplied by the School District, as at, among other things, scheduled completion of the various components of the 2021 Project.

Investments purchased with funds on deposit in the Lease Payment Fund and Prepayment Fund shall mature not later than the Certificate Payment Date or prepayment date, as appropriate, immediately succeeding the investment. Notwithstanding anything to the contrary contained herein, investments purchased with funds on deposit in the Reserve Fund, other than the Reserve Policy and any Reserve Facility, shall have an average aggregate weighted term to maturity of not greater than five years unless invested in the Permitted Investments described in paragraph (b)(vi) of the definition thereof contained in Section 1.01 pursuant to which funds may be withdrawn, without penalty, to make payments.

(b) Upon Direction of School District. The School District Representative shall direct by telefacsimile or email such investment in specific Permitted Investments not less than two Business Days prior to the date that such Permitted Investment is to take effect, confirmed by written order filed with the Trustee. In the event that the School District Representative does not so direct the Trustee, the Trustee shall invest in the Permitted Investments described in paragraph (b)(vi) of the definition thereof contained in Section 1.01; provided, however, that any such investment shall be made by the Trustee only if, prior to the date on which such investment is to be made, the Trustee shall have received a written order of the School District specifying a specific money market fund and, if no such written order of the School District is so received, the Trustee shall hold such moneys uninvested. The Trustee may rely on the investment direction of the School District as to the suitability and legality of the directed investments. In making investments, the Trustee may act as principal or agent.

(c) Registration. Such investments, if registrable, shall be registered in the name of the Trustee for the benefit of the Owners and held by the Trustee or its nominee.

(d) Trustee as Purchaser or Agent. The Trustee may purchase or sell to itself or any affiliate, as principal or agent, investments authorized by this Section. The Trustee may act as purchaser or agent in the making or disposing of any investment. The Trustee or any of its affiliates may act as a sponsor of, or as an advisor to any provider of, Permitted Investments hereunder. The School District acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the School District the right to receive brokerage confirmations of security transactions as they occur, at no additional cost, the School District specifically waives receipt of such confirmations to the extent permitted by law. The Trustee will furnish the School District periodic cash transaction statements which shall include detail for all investment transactions made by the Trustee hereunder.

(e) Trustee Standard of Care. Except as otherwise provided in Section 9.05, the Trustee shall not be responsible or liable for any loss suffered in connection with any investment of funds or sale of such investment made by it in accordance with this Section or disposition made by it in accordance with Section 8.05(b).

Section 8.03 Disposition of Investments. Any income, profit or loss on the investment of moneys held by the Trustee hereunder shall be credited to the respective fund for which it is held, except as otherwise provided herein.

Section 8.04 Accounting. The Trustee shall furnish to the School District, not less than monthly, an accounting (which may be in the form of its regular statements) of all investments made by the Trustee and all funds and amounts held by the Trustee; provided, that the Trustee shall not be obligated to deliver an accounting for any fund or account that (i) has a balance of zero and (ii) has not had any activity since the last reporting date. The Trustee shall keep accurate records of all funds administered by it and of all Certificates paid and discharged.

Section 8.05 Valuation and Disposition of Investments.

(a) Valuation. Subject to the provisions of Section 8.08 hereof, for the purpose of determining the amount in any fund, all Permitted Investments (except for the Reserve Policy, any Reserve Facility and investment agreements) credited to such fund shall be valued at the lower of the cost or the market price, exclusive of accrued interest. With respect to all funds and accounts, investments shall be valued by the Trustee (i) as frequently as deemed necessary by the Insurer but not

less often than annually nor more often than monthly, and (ii) upon any draw upon the Reserve Fund. In making any such valuations, the Trustee may utilize, and conclusively rely upon such valuation services as may be available to the Trustee (including brokers and dealers in securities), including those within its regular accounting system.

(b) Disposition. Subject to the provisions of Section 8.08 hereof, the Trustee shall sell, or present for prepayment, any Permitted Investment so purchased by the Trustee whenever it shall be necessary in order to provide moneys to meet any required payment, transfer, withdrawal or disbursement from the fund to which such Permitted Investment is credited.

Section 8.06 Commingling of Moneys in Funds. The Trustee may, and upon the written request of the School District Representative shall, commingle any of the funds held by it pursuant to this Trust Agreement into a separate fund or funds for investment purposes only; provided, however, that all funds or accounts held by the Trustee hereunder shall be accounted for separately notwithstanding such commingling by the Trustee. The School District shall ensure that any such commingling complies with Section 1.148-4 of the Treasury Regulations, and shall provide direction to the Trustee accordingly.

Section 8.07 Tax Covenants.

(a) General. The School District and the Corporation hereby covenant with the Holders of the Certificates that, notwithstanding any other provisions of this Trust Agreement, they shall not take any action, or fail to take any action, if any such action or failure to take action would adversely affect the exclusion from gross income of the Interest Component evidenced by the Certificates under Section 103 of the Code. The School District and the Corporation (to the extent that the Corporation may have control over the Project or the proceeds of the Certificates) shall not, directly or indirectly, use or permit the use of proceeds of the Certificates or the Project, or any portion thereof, by any person other than a governmental unit (as such term is used in Section 141 of the Code), in such manner or to such extent as would result in the loss of exclusion from gross income for federal income tax purposes of the Interest Components evidenced by the Certificates.

(b) Use of Proceeds. The School District and the Corporation (to the extent that the Corporation may have control over the Project or the proceeds of the Certificates) shall not take any action, or fail to take any action, if any such action or failure to take action would cause the Lease Payments evidenced by the Certificates to be "private activity bonds" within the meaning of Section 141 of the Code, and in furtherance thereof, shall not make any use of the proceeds of the Certificates or the Project, or any portion thereof, or any other funds of the School District, that would cause the Lease Payments evidenced by the Certificates to be "private activity bonds" within the meaning of Section 141 of the Code. To that end, so long as any Certificates evidencing Lease Payments are outstanding, the School District and the Corporation, with respect to such proceeds and the Project, will comply with applicable requirements of the Code and all regulations of the United States Department of the Treasury issued thereunder and under Section 103 of the Code, to the extent such requirements are, at the time, applicable and in effect. The School District shall establish reasonable procedures necessary to ensure continued compliance with Section 141 of the Code and the continued qualification of the Lease Payments evidenced by the Certificates as "governmental bonds."

(c) Arbitrage. The School District and the Corporation (to the extent that the Corporation may have control over the Project or the proceeds of the Certificates) shall not, directly or indirectly, use or permit the use of any proceeds of any Certificates, or of the Project, or other funds of

the School District, or take or omit to take any action, that would cause the Lease Payments evidenced by the Certificates to be "arbitrage bonds" within the meaning of Section 148 of the Code. To that end, the School District and the Corporation shall comply with all requirements of Section 148 of the Code and all regulations of the United States Department of the Treasury issued thereunder to the extent such requirements are, at the time, in effect and applicable to the Lease Payments evidenced by the Certificates.

(d) Federal Guarantee. The School District and the Corporation (to the extent that the Corporation may have control over the proceeds of the Certificates) shall not make any use of the proceeds of the Certificates or any other funds of the School District, or take or omit to take any other action, that would cause the Lease Payments evidenced by the Certificates to be "federally guaranteed" within the meaning of Section 149(b) of the Code.

(e) Compliance with Tax Certificate. In furtherance of the foregoing tax covenants of this Section, the School District covenants that it will comply with the provisions of the Tax Certificate, which is incorporated herein as if fully set forth herein. These covenants shall survive payment in full or defeasance of the Certificates.

Section 8.08 Rebate Fund.

(a) General. The Trustee shall establish a special fund designated the "San Ysidro School District Rebate Fund" (the "Rebate Fund"). Absent an opinion of Special Counsel that the exclusion from gross income for federal income tax purposes of the Interest Component evidenced by the Certificates will not be adversely affected, the School District shall cause to be deposited in the Rebate Fund such amounts as are required to be deposited therein pursuant to this Section and the Tax Certificate. All amounts at any time on deposit in the Rebate Fund shall be held by the Trustee in trust, to the extent required to satisfy the requirement to make rebate payments to the United States of America (the "Rebate Requirement") pursuant to Section 148 of the Code and the Treasury Regulations promulgated thereunder (the "Treasury Regulations"). Such amounts shall be free and clear of any lien under this Trust Agreement and shall be governed by this Section and Section 8.07 of this Trust Agreement and by the Tax Certificate executed by the School District. The Trustee shall be deemed conclusively to have complied with the Rebate Requirement and the Tax Certificate if it follows the directions of the School District, and shall have no independent responsibility to, or liability resulting from its failure to, enforce compliance by the School District with the Rebate Requirement. The Trustee shall have no responsibility to independently make any calculation or determination or to review the School District's calculations.

(b) Deposits.

(i) Within 45 days of the end of the fifth Certificate Year and each fifth Certificate Year thereafter, (1) the School District shall calculate or cause to be calculated with respect to the Certificates the amount that would be considered the "rebate amount" within the meaning of Section 1.148-3 of the Treasury Regulations, and (2) the School District shall transfer to the Trustee for deposit in the Rebate Fund, if and to the extent required, amounts sufficient to cause the balance in the Rebate Fund to be equal to the "rebate amount" so calculated.

(ii) The School District shall not be required to deposit any amount to the Rebate Fund in accordance with preceding sentence if the amount on deposit in the Rebate Fund prior to the deposit required to be made under this subsection (b) equals or exceeds the "rebate amount"

calculated in accordance with the preceding sentence. Such excess may be withdrawn from the Rebate Fund to the extent permitted under subsection (g) of this Section.

(iii) The School District shall not be required to calculate the "rebate amount," and shall not be required to deposit any amount to the Rebate Fund in accordance with this subsection (b), with respect to all or a portion of the proceeds of the Certificates (including amounts treated as proceeds of the Certificates) (1) to the extent such proceeds satisfy the expenditure requirements of Section 148(f)(4)(B) or Section 148(f)(4)(C) of the Code or Section 1.148-7(d) of the Treasury Regulations, whichever is applicable, and otherwise qualify for the exception to the Rebate Requirement pursuant to whichever of said sections is applicable, (2) to the extent such proceeds are subject to an election by the School District under Section 148(f)(4)(C)(vii) of the Code to pay a 1½% penalty in lieu of arbitrage rebate in the event any of the percentage expenditure requirements of Section 148(f)(4)(C) are not satisfied, or (3) to the extent such proceeds qualify for the exception to arbitrage rebate under Section 148(f)(4)(A)(ii) of the Code for amounts in a "bona fide debt service fund."

(c) Withdrawal Following Payment of Certificates. Any funds remaining in the Rebate Fund after the payment or prepayment of all the Certificates and any amounts described in paragraph (ii) of subsection (d) of this Section, or provision made therefor satisfactory to the Trustee, including accrued interest and payment of any applicable fees and expenses to the Trustee, shall be withdrawn by the Trustee and remitted to the School District.

(d) Withdrawal for Payment of Rebate. Upon the School District's written direction, but subject to the exceptions contained in subsection (b) of this Section to the requirement to calculate the "rebate amount" and make deposits to the Rebate Fund, the Trustee shall pay to the United States of America, from amounts on deposit in the Rebate Fund,

(i) not later than 60 days after the end of (1) the fifth Certificate Year, and (2) each fifth Certificate Year thereafter, an amount that, together with all previous rebate payments, is equal to at least 90% of the "rebate amount" calculated as of the end of such Certificate Year in accordance with Section 1.148-3 of the Treasury Regulations; and

(ii) not later than 60 days after the payment of all Certificates, an amount equal to 100% of the "rebate amount" calculated as of the date of such payment (and any income attributable to the "rebate amount" determined to be due and payable) in accordance with Section 1.148-3 of the Treasury Regulations.

(e) Rebate Payments. Each payment required to be made pursuant to subsection (d) of this Section shall be made to the Internal Revenue Service Center, Ogden, Utah 84201, on or before the date on which such payment is due, and shall be accompanied by Internal Revenue Service Form 8038-T, which shall be completed by the arbitrage rebate consultant for execution by the School District and provided to the Trustee.

(f) Deficiencies in the Rebate Fund. In the event that, prior to the time any payment is required to be made from the Rebate Fund, the amount in the Rebate Fund is not sufficient to make such payment when such payment is due, the School District shall calculate the amount of such deficiency and direct the Trustee to deposit an amount received from the School District equal to such deficiency into the Rebate Fund prior to the time such payment is due.

(g) Withdrawals of Excess Amounts. In the event that immediately following the calculation required by subsection (b) of this Section, but prior to any deposit made under said subsection, the amount on deposit in the Rebate Fund exceeds the "rebate amount" calculated in accordance with said subsection, upon written instructions from the School District, the Trustee shall withdraw the excess from the Rebate Fund and credit such excess to the Lease Payment Fund.

(h) Record Keeping. The School District shall retain records of all determinations made hereunder until six years after the complete retirement of the Certificates.

(i) Survival of Defeasance. Notwithstanding anything in this Trust Agreement to the contrary, the Rebate Requirement shall survive the payment in full or defeasance of the Certificates.

ARTICLE IX

THE TRUSTEE

Section 9.01 Appointment of Trustee.

(a) Appointment. U.S. Bank National Association, a national banking association organized under the laws of the United States of America, is hereby appointed Trustee by the Corporation and the School District.

(b) Qualifications. The Corporation and the School District agree that they will maintain a Trustee having an office in New York, New York, San Francisco, California, or Los Angeles, California capable of exercising trust powers in the State of California, with a combined capital (exclusive of borrowed capital) and a surplus of at least One Hundred Million Dollars ($100,000,000), or be a member of a bank holding company system, which shall have a combined capital and surplus of at least One Hundred Million Dollars ($100,000,000), and subject to supervision or examination by federal or state authority, so long as any Certificates are Outstanding. If such bank, corporation or trust company publishes a report of condition at least annually pursuant to law or to the requirements of any supervising or examining authority above referred to then for the purpose of this Section the combined capital and surplus of such bank, national banking association, corporation or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

(c) Removal. The Insurer and, so long as there is no Event of Default, the School District (with the prior consent of the Insurer), may, with thirty (30) days prior written notice, remove the Trustee initially appointed, and any successor thereto, and may appoint a successor or successors thereto.

(d) Resignation. The Trustee may, upon prior written notice to the School District, the Insurer and the Corporation, resign; provided that such resignation shall not take effect until the successor Trustee is appointed as provided in this Section. Upon receiving such notice of resignation, the School District shall promptly appoint a successor Trustee. In the event the School District does not name a successor Trustee within thirty (30) days of receipt of notice of the Trustee's resignation, then the Trustee may petition a court of suitable jurisdiction to seek the immediate appointment of a successor Trustee.

(e) Successor. Any successor Trustee shall be a bank, association, corporation or trust company meeting the qualifications as set forth in Subsection (b) above and acceptable to the Insurer. Any resignation or removal of the Trustee and appointment of a successor Trustee shall become effective upon acceptance of appointment by the successor Trustee. Upon such acceptance, the successor Trustee shall mail notice thereof to the Owners at their respective addresses set forth on the Certificate registration books maintained pursuant to Section 2.12.

Section 9.02 Merger or Consolidation. Any company or banking association into which the Trustee may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Trustee may sell or transfer all or substantially all of its corporate trust business, provided that such company shall be eligible under Section 9.01, shall be the successor to the Trustee without the execution or filing of any paper or further act, anything herein to the contrary notwithstanding.

Section 9.03 Protection of the Trustee.

(a) Reliance Upon Papers or Documents. The Trustee shall be protected and shall incur no liability in acting or proceeding in good faith upon any resolution, notice, telegram, facsimile, request, consent, direction, waiver, certificate, statement, affidavit, voucher, bond, requisition or other paper or document which it shall in good faith believe to be genuine and to have been passed or signed by the proper board or person or to have been prepared and furnished pursuant to any of the provisions of this Trust Agreement, and the Trustee shall be under no duty to make any investigation or inquiry as to any statements contained or matters referred to in any such instrument, but may, in the absence of bad faith on its part, accept and rely upon the same as conclusive evidence of the truth and accuracy of such statements.

(b) Reliance Upon Opinions of Counsel. The Trustee may consult with counsel, who may be counsel to the School District, with regard to legal questions and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith in accordance therewith. Before being required to take any action, the Trustee may require an opinion of Independent Counsel acceptable to the Trustee which opinion shall be made available to the other parties hereto upon request, which counsel may be counsel to any of the parties hereto, or a verified certificate of any party hereto, or both, concerning the proposed action. If it does so in good faith, Trustee shall be absolutely protected in relying thereon.

(c) Reliance Upon Requested Certificates. Whenever in the administration of its duties under this Trust Agreement, the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed), in the absence of bad faith on its part, shall be deemed to be conclusively proved and established by the certificate of the School District Representative or the Corporation Representative and such certificate shall be full warranty to the Trustee, in the absence of bad faith on its part, for any action taken or suffered under the provisions of this Trust Agreement upon the faith thereof, but in its discretion the Trustee may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

Section 9.04 Rights of the Trustee.

(a) Ownership of Certificates. The Trustee may become the Owner with the same rights it would have if it were not Trustee; may acquire and dispose of other bonds or evidence of

indebtedness of the School District with the same rights it would have if it were not the Trustee; and may act as a depository for and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, any committee formed to protect the rights of Owners, whether or not such committee shall represent the Owners of the majority in principal amount of the Certificates then Outstanding.

(b) Attorneys, Agents, Receivers. The Trustee may execute any of the trusts or powers hereof and perform the duties required of it hereunder by or through attorneys, agents, or receivers, shall not be responsible for the actions or omissions of such attorneys, agents or receivers if appointed by it with reasonable care, and shall be entitled to advice of counsel concerning all matters of trust and its duty hereunder; provided that the Trustee shall not assign any of its trust responsibilities without the prior written consent of the School District.

(c) Funds and Accounts. In addition to the funds and accounts established or required to be established pursuant to this Trust Agreement, the Trustee may establish such additional funds and accounts as it deems necessary or appropriate to perform its duties hereunder.

Section 9.05 Standard of Care. So long as there is no Event of Default, (a) the Trustee shall not be liable in connection with the performance of its duties hereunder, except for its own negligence or willful misconduct, and (b) the Trustee shall only perform those duties specifically set forth herein and no implied duties, covenants or obligations shall be read into this Trust Agreement. In the event of and during the continuance of an Event of Default, the Trustee shall exercise such care in performing its duties hereunder as a prudent person would exercise in the conduct of his affairs.

Section 9.06 Compensation of the Trustee. As an Additional Payment under Section 4.11 of the Lease, the School District shall from time to time on demand, pay to the Trustee reasonable compensation and reimbursement for its services and the services of any accountants, consultants, attorneys and other experts as may be engaged by the Trustee to provide services under this Trust Agreement pursuant to a written agreement between the School District and the Trustee. The School District's obligation hereunder shall remain valid and binding notwithstanding maturity and payment of the Certificates and resignation or removal of the Trustee. Upon an Event of Default, and only upon an Event of Default, the Trustee as set forth in Section 13.03 shall have a first right of payment prior to payment on account of principal of and premium, if any, and interest evidenced by any Certificate, for the foregoing fees, charges and expenses incurred by it. When the Trustee incurs expenses or renders services after the occurrence of an Event of Default, such expenses and the compensation for such services are intended to constitute expenses of administration under any federal or state bankruptcy, insolvency, arrangement, moratorium, reorganization or other debtor relief law.

Section 9.07 Indemnification of Trustee. The School District shall, to the extent permitted by law, indemnify and save the Trustee and its officers, directors, agents, and employees harmless from and against all claims, losses, costs, expenses, liability and damages, including legal fees and expenses, arising out of (i) the use, maintenance, condition or management of, or from any work or thing done on, the Property or the Project by the School District, (ii) any breach or default on the part of the School District in the performance of any of its obligations under this Trust Agreement and any other agreement made and entered into for purposes of the Property or the Project, (iii) any act of negligence of the School District or of any of its agents, contractors, servants, employees or licensees with respect to the Property or the Project, (iv) any act of negligence of any assignee of, or purchaser from, the School District or of any of its or their agents, contractors, servants, employees or licensees with respect to the Property or the Project, (v) the construction or acquisition of the Project or the expenditure of

Project Costs, or (vi) the exercise and performance by the Trustee of its powers and duties hereunder or any related document, (vii) the sale of the Certificates and the carrying out of any of the transactions contemplated by the Certificates or this Trust Agreement or (viii) any untrue statement or alleged untrue statement of any material fact or omission or alleged omission to state a material fact necessary to make the statements made in light of the circumstances in which they were made, not misleading in any official statement or other disclosure document utilized in connection with the sale of the Certificates. The indemnification set forth in this Section 9.07 shall extend to the Trustee's officers, agents, employees, successors and assigns. No indemnification will be made under this Section or elsewhere in this Trust Agreement or other agreements for willful misconduct or negligence by the Trustee, its officers, agents, employees, successors or assigns. The School District's obligations hereunder shall remain valid and binding notwithstanding maturity and payment of the Certificates, or the resignation or removal of the Trustee.

In accepting the trust hereby created, the Trustee acts solely as Trustee for the Owners and not in its individual capacity, and all persons, including, without limitation, the Owners, Corporation and School District, having any claim against the Trustee arising from the Trust Agreement shall look only to the funds and accounts held by the Trustee hereunder for payment, except as otherwise provided herein or where the Trustee has breached its standard of care as described in Section 9.05 hereof. Under no circumstances shall the Trustee be liable in its individual capacity for the obligations evidenced by the Certificates.

No provision of this Trust Agreement shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of its duties hereunder or in the exercise of any of its rights or powers.

The Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Insurer or the Owners of not less than a majority in aggregate principal amount of the Certificates at the time Outstanding relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee or in the exercise of any right hereunder.

The Trustee is authorized and directed to execute in its capacity as Trustee the Assignment Agreement.

Every provision of this Trust Agreement, the Lease, the Site Lease and the Assignment Agreement relating to the conduct or liability of the Trustee shall be subject to the provisions of this Trust Agreement, including without limitation, this Article IX.

The Trustee shall have no responsibility with respect to any information, statement or recital in any official statement, offering memorandum or any other disclosure material prepared or distributed with respect to the Certificates.

The Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Trust Agreement at the request, order or direction of any of the Certificate Owners or the Insurer pursuant to the provisions of this Trust Agreement unless such Certificate Owners or the Insurer shall have offered to the Trustee security or indemnity satisfactory to it against the costs, expenses and liabilities, including, without limitation, liabilities arising under any Environmental Regulation (as defined in the Lease) which may be incurred therein or thereby.

The Trustee shall not to be deemed to have knowledge of any Event of Default hereunder or under the Lease unless it has actual knowledge thereof at its Principal Office.

The Trustee shall have the right to accept and act upon instructions, including funds transfer instructions ("Instructions") given pursuant to this Trust Agreement and delivered using Electronic Means ("Electronic Means"), which means the following communications methods: S.W.I.F.T., e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Trustee, or another method or system specified by the Trustee as available for use in connection with its services hereunder); provided, however, that the School District shall provide to the Trustee an incumbency certificate listing officers with the authority to provide such Instructions ("Authorized Officers") and containing specimen signatures of such Authorized Officers, which incumbency certificate shall be amended by the School District whenever a person is to be added or deleted from the listing. If the School District elects to give the Trustee Instructions using Electronic Means and the Trustee in its discretion elects to act upon such Instructions, the Trustee's understanding of such Instructions shall be deemed controlling. The School District understands and agrees that the Trustee cannot determine the identity of the actual sender of such Instructions and that the Trustee shall conclusively presume that directions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Trustee have been sent by such Authorized Officer. The School District shall be responsible for ensuring that only Authorized Officers transmit such Instructions to the Trustee and that the School District and all Authorized Officers are solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the School District. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such Instructions notwithstanding such directions conflict or are inconsistent with a subsequent written instruction. The School District agrees: (i) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Trustee and that there may be more secure methods of transmitting Instructions than the method(s) selected by the School District; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Trustee immediately upon learning of any compromise or unauthorized use of the security procedures.

The Trustee shall not be liable to the parties hereto or deemed in breach or default hereunder if and to the extent its performance hereunder is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the Trustee and could not have been avoided by exercising due care. Force majeure shall include, but not be limited to, acts of God, terrorism, war, riots, strikes, fire, floods, earthquakes, epidemics or other similar occurrences.

The Trustee shall not be concerned with or accountable to anyone for the subsequent use or application of any moneys which shall be released or withdrawn in accordance with the provisions hereof.

The permissive right of the Trustee to do things enumerated in this Trust Agreement shall not be construed as a duty and it shall not be answerable for other than its negligence or willful misconduct.

Section 9.08 Trustee's Disclaimer of Warranties. THE TRUSTEE MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY THE SCHOOL DISTRICT OF THE PROPERTY, OR ANY PORTION THEREOF. THE SCHOOL DISTRICT ACKNOWLEDGES THAT THE TRUSTEE IS NOT A MANUFACTURER OF PORTIONS OF THE PROPERTY, AND THAT THE SCHOOL DISTRICT IS LEASING THE PROPERTY AS IS. In no event shall the Trustee be liable for incidental, indirect, special or consequential damages, in connection with or arising out of the Lease, the Site Lease, the Assignment Agreement or this Trust Agreement for the existence, furnishing, functioning or School District's use and possession of the Project or the Property.

ARTICLE X

MODIFICATION OR AMENDMENT OF AGREEMENTS

Section 10.01 Amendments Permitted.

(a) With Consent. This Trust Agreement and the rights and obligations of the Owners, and the Lease and the rights and obligations of the parties thereto, may be modified or amended at any time, with notice to any rating agency then rating the Certificates by a supplemental agreement or amendment thereto which shall become effective when the prior written consents of the Insurer (so long as the Insurer is not in default in its payment obligations under the Insurance Policy) and the Owners of a majority in aggregate principal amount of the Certificates then Outstanding, exclusive of Certificates disqualified as provided in Section 10.03 hereof, shall have been filed with the Trustee. No such modification or amendment shall:

(i) extend or have the effect of extending the fixed maturity of any Certificate or reducing the interest rate with respect thereto or extending the time of payment of interest, or reducing the amount of principal thereof or reducing any premium payable upon the prepayment thereof, or diminish the security afforded by the Insurance Policy without the prior written consent of the Owner of each Certificate so affected and the Insurer (so long as the Insurer is not in default in its payment obligations under the Insurance Policy), or

(ii) reduce the percentage of Owners whose consent is required for the execution of any amendment hereof or supplement hereto without the prior written consent of the Owners of all Certificates then Outstanding and the Insurer (so long as the Insurer is not in default in its payment obligations under the Insurance Policy), or

(iii) modify any of the rights or obligations of the Trustee without its written assent thereto, or

(iv) amend this Section 10.01 without the prior written consent of the Owners of all Certificates then outstanding and the Insurer (so long as the Insurer is not in default in its payment obligations under the Insurance Policy).

The Trustee shall be provided such opinions of counsel under this Article X concerning (i) the lack of material adverse effect of the amendment on Owners, (ii) the amendment not affecting the tax status of the Interest Component evidenced by the Certificates and (iii) that such amendment is authorized or permitted under the terms of this Trust Agreement (and, if applicable, the Lease) and

complies with the provisions of this Article X. Any such supplemental agreement or amendments thereto shall become effective as provided in Section 10.02 hereof.

(b) Without Consent. This Trust Agreement and the rights and obligations of the Owners, and the Lease and the rights and obligations of the parties thereto, may be modified or amended at any time by a supplemental agreement or amendments thereto, upon prior written notice to the Insurer and with notice to any rating agency then rating the Certificates but without the consent of any such Owners, but only to the extent permitted by law and only:

(i) to add to the covenants and agreements of the School District and the Corporation hereunder,

(ii) to cure, correct or supplement any ambiguous or defective provision contained herein or therein,

(iii) in regard to matters arising hereunder or thereunder, as the parties hereto or thereto may deem necessary or desirable (which may be based upon opinions as provided in Section 9.03(b)), shall not materially adversely affect the interest of the Owners or the Insurer (unless the Insurer has consented, in writing, to such amendment),

(iv) to substitute the Property or add to the 2021 Project, or a portion thereof, in accordance with Sections 3.5 and 7.12 of the Lease, with the consent of the Insurer,

(v) to make such additions, deletions or modifications as may be necessary or appropriate to assure the exclusion from gross income for federal income tax purposes of the Interest Component evidenced by the Certificates,

(vi) to add to the rights of the Trustee,

(vii) to maintain the rating or ratings assigned to the Certificates, or

(viii) to provide for the execution and delivery of Additional Certificates in accordance with the provisions of Section 2.15 hereof.

No such modification or amendment, however, shall modify any of the rights or obligations of the Trustee or the Insurer without its written assent thereto. Any such supplemental agreement shall become effective upon execution and delivery by the parties hereto or thereto as the case may be.

The Insurer shall be provided by the School District with a full original transcript of all proceedings relating to the amendment of or supplement to this Trust Agreement or the Lease pursuant to this Section 10.01.

Section 10.02 Procedure for Amendment with Written Consent of the Owners. This Trust Agreement or the Lease may be amended by supplemental agreement as provided in this Section 10.02 in the event the consent of the Owners is required pursuant to Section 10.01(a) hereof. A copy of such supplemental agreement, together with a request to the Owners for their consent thereto, shall be mailed by the Trustee to each Owner of a Certificate at their address as set forth in the Certificate registration books maintained pursuant to Section 2.12 hereof, but failure to receive copies of such supplemental agreement and request so mailed shall not affect the validity of the supplemental agreement when assented to as in this Section provided.

Such supplemental agreement shall not become effective unless there shall be filed with the Trustee the written consent of the Owners of at least a majority in aggregate principal amount of the Certificates then Outstanding (exclusive of Certificates disqualified as provided in Section 10.03 hereof) and notices shall have been mailed as hereinafter in this Section provided. Any such consent shall be binding upon the Owner of the Certificate giving such consent and on any subsequent Owner (whether or not such subsequent Owner has notice thereof) unless such consent is revoked in writing by the Owner giving such consent or a subsequent Owner by filing such revocation with the Trustee prior to the date when the notice hereinafter in this Section provided for has been mailed.

After the Owners of the required percentage of Certificates shall have filed their consent to such supplemental agreement, the Trustee shall mail a notice to the Owners of the Certificates in the manner hereinbefore provided in this Section for the mailing of such supplemental agreement, stating in substance that such supplemental agreement has been consented to by the Owners of the required percentage of Certificates and will be effective as provided in this Section (but failure to mail copies of said notice shall not affect the validity of such supplemental agreement or consents thereto). A record, consisting of the papers required by this Section to be filed with the Trustee, shall be proof of the matters therein stated until the contrary is proved. The Trustee may obtain and conclusively rely on an opinion of counsel with regard to such matters.

Notwithstanding anything herein to the contrary, any amendment under this Section 10.02 requiring the consent of the Owners shall require the prior written consent of the Insurer (so long as the Insurer is not in default in its payment obligations under the Insurance Policy). The Insurer shall be provided prior written notice of all proposed amendments subject to its approval. All such Notices under this Section shall be sent to the addresses shown in Section 14.05 hereof.

Section 10.03 Disqualified Certificates. Certificates owned or held by or for the account of the School District or the Corporation or by any person directly or indirectly controlled or controlled by, or under direct or indirect common control with the School District or the Corporation (except any Certificates held in any pension or retirement fund) shall not be deemed Outstanding for the purpose of any vote, consent, waiver or other action or any calculation of Outstanding Certificates provided for in this Trust Agreement, and shall not be entitled to vote upon, consent to, or take any other action provided for in this Trust Agreement; except that in determining whether the Trustee shall be protected in relying upon any such approval or consent of an Owner, only Certificates which the Trustee actually knows to be owned or held by or for the account of the School District or the Corporation or by any person directly or indirectly controlled or controlled by, or under direct or indirect common control with the School District or the Corporation (except any Certificates held in any pension or retirement fund) shall be disregarded unless all Certificates are so owned or held by or for the account of the School District or the Corporation or by any person directly or indirectly controlled or controlled by, or under direct or indirect common control with the School District or the Corporation, in which case such Certificates shall be considered Outstanding for the purpose of such determination.

The School District or the Trustee may adopt appropriate regulations to require each Owner, before his consent provided for in this Article X shall be deemed effective, to reveal if the Certificates as to which such consent is given are disqualified as provided in this Section 10.03 hereof.

Upon request of the Trustee, the School District and Corporation shall specify in a certificate to the Trustee those Certificates disqualified pursuant to this Section and the Trustee may conclusively rely on such certificate.

Section 10.04 Effect of Supplemental Agreement. From and after the time any supplemental agreement becomes effective pursuant to this Article X, this Trust Agreement or the Lease, as the case may be, shall be deemed to be modified and amended in accordance therewith, the respective rights, duties and obligations of the parties hereto or thereto and all Owners of Certificates Outstanding, as the case may be, shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modification and amendment, and all the terms and conditions of any supplemental agreement shall be deemed to be part of the terms and conditions of this Trust Agreement or the Lease, as the case may be, for any and all purposes.

Section 10.05 Endorsement or Replacement of Certificates Delivered After Amendments. The Trustee may determine that Certificates delivered after the effective date of any action taken as provided in this Article X shall bear a notation, by endorsement, in form approved by the School District, as to such action. In that case, upon demand of the Owner of any Outstanding Certificate at such effective date and presentation of his Certificate for such purpose at the Principal Office, a suitable notation shall be made on such Certificate. The School District may determine that new Certificates, so modified as in the opinion of the School District is necessary to conform to such Owner's action, shall be prepared, executed and delivered. In that case, upon demand of the Owner of any Certificate then Outstanding, such new Certificate shall be exchanged in the Principal Office without cost to such Owner, for a Certificate of the same character then Outstanding, upon surrender of such Certificate.

Section 10.06 Amendatory Endorsement of Certificates. Subject to Section 10.01 hereof, the provisions of this Article X shall not prevent an Owner from accepting any amendment as to the particular Certificates held by him, provided that due notification thereof is made on such Certificates.

Section 10.07 Copies of Amendments Delivered to Rating Agencies. Copies of any modifications or amendments to this Agreement, the Lease, the Site Lease or the Assignment Agreement shall be delivered by the School District to each rating agency then rating the Certificates at least 10 days prior to the effective date thereof.

ARTICLE XI

COVENANTS; NOTICES

Section 11.01 Compliance With and Enforcement of the Lease. The School District covenants and agrees with the Owners to perform all obligations and duties imposed on it under the Lease. The Corporation covenants and agrees with the Owners to perform all obligations and duties imposed on it under the Lease.

The School District will not do or permit anything to be done, or omit or refrain from doing anything, in any case where any such act done or permitted to be done, or any such omission of or refraining from action, would or might be a ground for cancellation or termination of the Lease by the Corporation thereunder. The Corporation and the School District, immediately upon receiving or giving any notice, communication or other document in any way relating to or affecting their respective estates, or either of them, in the Property, which may or can in any manner affect such estate of the School District, will deliver the same, or a copy thereof, to the Trustee.

Section 11.02 Payment of Taxes. The School District shall pay all taxes as provided in Section 7.7(b) of the Lease.

Section 11.03 Observance of Laws and Regulations. The School District will well and truly keep, observe and perform all valid and lawful obligations or regulations now or hereafter imposed on it by contract, or prescribed by any law of the United States of America, or of the State, or by any officer, board or commission having jurisdiction or control, as a condition of the continued enjoyment of any and every right, privilege or franchise now owned or hereafter acquired by the School District, including its right to exist and carry on business as a school district, to the end that such rights, privileges and franchises shall be maintained and preserved, and shall not become abandoned, forfeited or in any manner impaired.

Section 11.04 Prosecution and Defense of Suits. The School District shall promptly, and also upon request of the Trustee, the Insurer or any Owner, from time to time take such action as may be necessary or proper to remedy or cure any defect in or cloud upon the title to the Property, whether now existing or hereafter developing and shall prosecute all such suits, actions and other proceedings as may be appropriate for such purpose and shall indemnify and save the Trustee and every Owner harmless from all loss, cost, damage and expense including reasonable attorneys' fees and expenses, which they or any of them may incur by reason of any such defect, cloud, suit, action or proceeding.

Section 11.05 School District Budgets. In accordance with Section 4.7 of the Lease, the School District Representative shall certify to the Trustee on or before September 1 of each year that the School District has included all Lease Payments, Additional Payments and Reserve Replenishment Rent due under the Lease in the Fiscal Year covered by its annual budget and the amount so included. If the School District fails to certify that it has included all such Lease Payments, Additional Payments and Reserve Replenishment Rent in such annual budget, the Trustee shall promptly provide the School District written notice specifying that the School District has failed to observe and perform its covenant and agreement in such Section 4.7 and requesting that such failure be remedied within 30 days, or such failure shall constitute an Event of Default under Section 9.1(b) of the Lease. Upon receipt of such notice, the School District shall notify the Trustee of the proceedings proposed to be taken by the School District, and shall keep the Trustee advised of all proceedings thereafter taken by the School District.

Section 11.06 Further Assurances. The Corporation and the School District will make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Trust Agreement, and for the better assuring and confirming unto the Owners the rights and benefits provided herein.

Section 11.07 Continuing Disclosure. The School District hereby covenants that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. Notwithstanding any other provision of this Trust Agreement, failure of the School District to comply with the Continuing Disclosure Certificate shall not be considered an Event of Default or an event of default hereunder; however, any Owner or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the School District to comply with its obligations under this Section and the Continuing Disclosure Certificate.

ARTICLE XII

LIMITATION OF LIABILITY

Section 12.01 Limited Liability of the School District. Except for the payment of Lease Payments, Additional Payments, Reserve Replenishment Rent and Prepayments when due in accordance with the Lease and the performance of the other covenants and agreements of the School District contained herein and in the Lease, the School District shall have no obligation or liability to any of the other parties or to the Owners with respect to this Trust Agreement or the terms, execution, delivery or transfer of the Certificates, or the distribution of Lease Payments to the Owners by the Trustee.

Section 12.02 No Liability of the School District or Corporation for Trustee Performance. Except as expressly provided herein, neither the School District nor the Corporation shall have any obligation or liability to any other parties or to the Owners with respect to the performance by the Trustee of any duty imposed upon it under this Trust Agreement.

Section 12.03 Limited Liability of Trustee.

(a) No Investment Advice. The Trustee shall have no obligation or responsibility for providing information to the Owners concerning the investment character of the Certificates.

(b) Sufficiency of this Trust Agreement or Lease Payments. The Trustee makes no representations as to the validity or sufficiency of the Certificates, shall incur no responsibility in respect thereof, other than in connection with the duties or obligations herein or in the Certificates assigned to or imposed upon it. The Trustee shall not be responsible for the sufficiency or enforceability of the Lease, the Site Lease or the Assignment Agreement. The Trustee shall not be liable for the sufficiency or collection of any Lease Payments or other moneys required to be paid to it under the Lease (except as provided in this Trust Agreement), its right to receive moneys pursuant to said Lease, or the value of or title to the Property.

(c) Actions of Corporation and School District. The Trustee shall have no obligation or liability to any of the other parties or the Owners with respect to this Trust Agreement or failure or refusal of any other party to perform any covenant or agreement made by any of them under this Trust Agreement or the Lease, but shall be responsible solely for the performance of the duties and obligations expressly imposed upon it hereunder as provided in Section 9.05.

(d) Recitals and Agreements of Corporation and School District. The recitals of facts, covenants and agreements herein and in the Certificates shall be taken as statements, covenants and agreements of the School District or the Corporation (as the case may be), and the Trustee assumes no responsibility for the correctness of the same.

Section 12.04 Limitation of Rights to Parties and Certificate Owners. Nothing in this Trust Agreement or in the Certificates expressed or implied is intended or shall be construed to give any person other than the School District, the Corporation, the Trustee and the Owners, any legal or equitable right, remedy or claim under or in respect of this Trust Agreement or any covenant, condition or provision hereof; and all such covenants, conditions and provisions are and shall be for the sole and exclusive benefit of the School District, the Corporation, the Trustee and the Owners.

ARTICLE XIII

EVENTS OF DEFAULT AND REMEDIES OF CERTIFICATE OWNERS

Section 13.01 Assignment of Rights. The parties hereto acknowledge that pursuant to the Assignment Agreement the Corporation has transferred, assigned and set over to the Trustee for the benefit of the Owners, certain of the Corporation's rights under the Lease.

Section 13.02 Events of Default.

(a) Remedies. If an Event of Default shall happen, then, and in each and every such case during the continuance of such Event of Default, the Trustee may exercise any and all remedies available pursuant to law or granted pursuant to the Lease; provided, however, that notwithstanding anything herein or in the Lease to the contrary, THERE SHALL BE NO RIGHT UNDER ANY CIRCUMSTANCES TO ACCELERATE THE MATURITIES OF THE CERTIFICATES OR OTHERWISE TO DECLARE ANY LEASE PAYMENTS NOT THEN IN DEFAULT TO BE IMMEDIATELY DUE AND PAYABLE; provided further that so long as the Insurer shall not be in default in its payment obligations under the Insurance Policy, the Insurer, acting alone, shall control and direct all remedies upon an Event of Default.

(b) Actual Knowledge. The Trustee shall not be deemed to have knowledge of any Event of Default unless and until it shall have actual knowledge thereof, or shall have received written notice thereof at its Principal Office.

(c) Action on Default. If an Event of Default (within the meaning of Article IX of the Lease) shall happen, then such Event of Default shall constitute an Event of Default hereunder. The Trustee may give notice, as assignee of the Corporation, of an Event of Default under the Lease or hereunder to the School District, and shall do so if directed to do so by the Insurer or, with the consent of the Insurer and the Owners of not less than a majority of the aggregate principal evidenced by Certificates then Outstanding. In each and every case during the continuance of an Event of Default, subject to Section 9.07, the Trustee (a) may, with the prior written consent of the Insurer, at the direction of the Owners of not less than a majority of the aggregate principal evidenced by Certificates then Outstanding, and (b) upon being indemnified to its satisfaction, shall, so long as the Insurer is not in default in its payment obligations under the Insurance Policy, at the direction of the Insurer, upon notice in writing to the School District and the Corporation, exercise any of the remedies granted to the Corporation under the Lease and, in addition, with the written consent or at the written direction of, the Insurer, take whatever action at law or in equity may appear necessary or desirable to enforce its rights as assignee pursuant to the Assignment Agreement or to protect and enforce any of the rights vested in the Trustee or the Owners by this Trust Agreement or by the Certificates, either at law or in equity or in bankruptcy or otherwise, whether for the specific enforcement of any covenant or agreement or for the enforcement of any other legal or equitable right, including any one or more of the remedies set forth in Section 13.04 hereof.

Section 13.03 Application of Funds. All moneys received by the Trustee pursuant to any right given or action taken under the provisions of this Article XIII or of Article IX of the Lease, and any funds then held by the Trustee, shall be deposited into the Lease Payment Fund and be applied by the Trustee after payment of all amounts due and payable under Section 9.06 hereof and Section 4.11 of the Lease in the following order upon presentation of the several Certificates, and the stamping thereon of the payment if only partially paid, or upon the surrender thereof if fully paid -

First, Costs and Expenses: to the payment of the costs, fees and expenses of the Trustee and then of the Owners in declaring such Event of Default and in performing its duties under the Trust Agreement, Lease and Assignment Agreement, including reasonable compensation to its or their agents, attorneys and counsel;

Second, Interest: to the payment to the persons entitled thereto of all installments of interest then due in the order of the maturity of such installment, and, if the amount available shall not be sufficient to pay in full any installment or installments maturing on the same date, then to the payment thereof ratably according to the amounts due thereon, to the persons entitled thereto, without any discrimination or preference;

Third, Principal: to the payment to the persons entitled thereto of the unpaid principal evidenced by any Certificates which shall have become due, whether at maturity or by call for prepayment, in the order of their due dates, with interest on the overdue principal and interest at a rate equal to the rate paid with respect to the Certificates and, if the amount available shall not be sufficient to pay in full all the amounts due evidenced by the Certificates on any date, together with such interest, then to the payment thereof ratably, according to the amounts of principal due on such date to the persons entitled thereto, without any discrimination or preference; and

Fourth, Insurer: to the extent not included in clauses First, Second or Third above, to the payment of all amounts then due to the Insurer or the Reserve Insurer, as certified in writing to the Trustee.

Section 13.04 Institution of Legal Proceedings. If one or more Events of Default shall happen and be continuing, the Trustee shall, at the direction of the Insurer, or may, with the prior written consent of the Insurer, upon the written request of the Owners of a majority in principal amount of the Certificates then Outstanding, and upon being indemnified to its satisfaction therefor, proceed to protect or enforce its rights or the rights of the Owners by a suit in equity or action at law, either for the specific performance of any covenant or agreement contained herein or in the Lease, or in aid of the execution of any power herein granted, or by mandamus or other appropriate proceeding for the enforcement of any other legal or equitable remedy as the Trustee shall deem most effectual in support of any of its rights or duties hereunder; provided that such written request shall not be otherwise than in accordance with provisions of law and this Trust Agreement and that the Trustee shall have the right to decline to follow any such written request if the Trustee shall be advised by counsel that the action or proceeding so requested may not be taken lawfully or if the Trustee in good faith shall determine that the action or proceeding so requested would be unjustly prejudicial to the Certificate Owners not a party to such written request or expose the Trustee to liability.

Section 13.05 Non-Waiver. Nothing in this Article XIII or in any other provision of this Trust Agreement or in the Certificates shall affect or impair the obligation of the School District to pay or prepay the Lease Payments as provided in the Lease. So long as the Insurer is not in default in its payment obligations under the Insurance Policy, the Trustee shall not waive any default or breach of duty or contract hereunder without the prior written consent of the Insurer. No delay or omission of the Trustee or of any Owner of any of the Certificates to exercise any right or power arising upon the happening of any Event of Default shall impair any such right or power or shall be construed to be a waiver of any such Event of Default or an acquiescence therein, and every power and remedy given by this Article XIII to the Trustee or to the Owners may be exercised from time to time and as often as shall be deemed expedient by the Trustee or the Owners.

Section 13.06 Remedies Not Exclusive. No remedy herein conferred upon or reserved to the Trustee or to the Owners is intended to be exclusive of any other remedy, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing, at law or in equity or by statute or otherwise.

Section 13.07 Power of Trustee to Control Proceedings. Subject to the Insurer's right to control all remedies in the Event of a Default, in the event that the Trustee, upon the happening of an Event of Default, shall have taken any action, by judicial proceedings or otherwise, pursuant to its duties hereunder, whether upon its own discretion or upon the request of the Insurer, or the Owners of a majority in principal amount of the Certificates then Outstanding, it shall have full power, in the exercise of its discretion for the best interest of the Owners of the Certificates, with respect to the continuance, discontinuance, withdrawal, compromise, settlement or other disposal of such action; provided, however, that the Trustee shall not, unless there no longer continues an Event of Default, discontinue, withdraw, compromise or settle, or otherwise dispose of any litigation pending at law or in equity, if at the time there has been filed with it a written request signed by the Owners of at least a majority in principal amount of the Outstanding Certificates hereunder opposing such discontinuance, withdrawal, compromise, settlement or other disposal of such litigation. Nothing herein shall be deemed to authorize the Trustee to authorize or consent to or accept or adopt on behalf of any Owner any plan of reorganization, arrangement, adjustment, or composition affecting the Certificates or the rights of any Owner thereof, or to authorize the Trustee to vote in respect of the claim of any Owner in any such proceeding without the approval of the Owners so affected.

Section 13.08 Limitation on Certificate Owners' Right to Sue. No Owner of any Certificate executed hereunder shall have the right to institute any suit, action or proceeding at law or in equity, for any remedy under or upon this Trust Agreement, unless (a) such Owner shall have previously given to the Trustee written notice of the occurrence of an Event of Default under the Lease; (b) so long as the Insurer is not in default in its payment obligations under the Insurance Policy, such Owner shall have obtained the Insurer's consent to such institution or appointment; (c) the Owners of a majority in aggregate principal amount of all the Certificates then Outstanding shall have made written request upon the Trustee to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name; (d) said Owners shall have tendered to the Trustee reasonable indemnity against the costs, expenses and liabilities to be incurred in compliance with such request; (e) the Trustee shall have refused or omitted to comply with such request for a period of 60 days after such written request shall have been received by, and said tender of indemnity shall have been made to, the Trustee; and (f) there shall have been a default in the payment of such Owner's proportionate interest in the Lease Payments as the same become due.

Such notification, request, tender of indemnity, refusal or omission, and default are hereby declared, in every case, to be conditions precedent to the exercise by any Owner of any remedy hereunder; it being understood and intended that no one or more Owners shall have any right in any manner whatever by their action to enforce any right under this Agreement, except in the manner herein provided and for the equal benefit of all Owners of the Outstanding Certificates.

The right of any Owner of any Certificate to receive payment of said Owner's proportionate interest in the Lease Payments as the same become due, or to institute suit for the enforcement of such payment, shall not be impaired or affected without the consent of such Owner, notwithstanding the foregoing provisions of this Section or any other provision of this Trust Agreement.

ARTICLE XIV

MISCELLANEOUS

Section 14.01 Defeasance.

(a) Methods. Subject to the provisions of paragraph (d) below, if and when any of the Outstanding Certificates shall be paid and discharged in one or more of the following ways -

(i) Payment or Prepayment: by well and truly paying or causing to be paid the principal, interest and prepayment premiums (if any) with respect to such Certificates Outstanding, as and when the same become due and payable;

(ii) Cash: by irrevocably depositing with the Trustee, in trust, an amount of cash which (together with cash then on deposit in the Lease Payment Fund and the Reserve Fund together with the interest to accrue thereon, in the event of payment or provision for payment of all Outstanding Certificates) is sufficient to pay such Certificates Outstanding (including all principal and interest represented thereby and prepayment premiums, if any) at or before their maturity date; or

(iii) Defeasance Securities: by irrevocably depositing with the Trustee, or an escrow agent selected by the School District, in trust, Defeasance Securities together with cash, if required, in such amount as will, in the opinion of an independent certified public accountant, together with interest to accrue thereon (and, in the event of payment or provision for payment of all Outstanding Certificates, moneys then on deposit in the Lease Payment Fund and the Reserve Fund together with the interest to accrue thereon), be fully sufficient to pay and discharge such Certificates (including all principal and interest represented thereby and prepayment premiums, if any) at or before their maturity date;

and all other amounts then due hereunder have been paid in full, then, notwithstanding that any of such Certificates shall not have been surrendered for payment, all obligations of the Corporation, the Trustee and the School District with respect to such Certificates shall cease and terminate, except only the obligation of the Trustee to pay or cause to be paid, from Lease Payments paid by or on behalf of the School District from funds deposited pursuant to paragraphs (ii) and (iii) of this Section, to the Owners of the Certificates not so surrendered and paid all sums due with respect thereto, and in the event of deposits pursuant to paragraphs (ii) and (iii) of this Section, the Certificates shall continue to represent direct and proportionate interests of the Owners thereof in Lease Payments under the Lease.

The School District shall provide the Trustee notice of its intent to deposit cash and/or Defeasance Securities under paragraphs (a)(ii) and (iii) above not less than ten (10) days (unless a shorter period shall be acceptable to the Trustee) prior to the date of deposit.

(b) Surplus Moneys. Any funds held by the Trustee, at the time of payment or provision for payment of all Outstanding Certificates pursuant to the one of the procedures described in paragraphs (a)(i) through (a)(iii) of this Section, which are not required for the payment to be made to Owners, shall be paid over to the School District, after the payment of any amounts due to the Trustee pursuant to Sections 9.06 and 9.07 hereof, any amounts due and owing to the Insurer, and any other Additional Payments due under the Lease.

(c) Surviving Provisions. Notwithstanding the satisfaction and discharge hereof, the Trustee shall retain such rights, powers and privileges under Section 9.06 and 9.07 hereof and hereunder as may be necessary or convenient for the payment of the principal, interest and prepayment premium, if any, on the Certificates and for the registration, transfer and exchange of the Certificates.

(d) Payment to Insurer; Opinions and Reports. Prior to any defeasance becoming effective under this Section, (A) all amounts currently due to the Insurer under the Insurance Policy and Reserve Policy shall have been paid in full, and (B) the School District shall cause to be delivered at least five Business Days prior to any defeasance becoming effective (i) an executed copy of a report, addressed to the Trustee, the School District and the Insurer, in form and substance acceptable to the School District and the Insurer of a nationally recognized firm of certified public accountants, verifying that the Defeasance Securities and cash, if any, satisfy the requirements of Section 14.01(a) above or other form of certification as to the sufficiency of the escrow, (ii) with respect to a defeasance pursuant to Section 14.01 (a)(iii) above, utilizing Defeasance Securities or a cash defeasance using an escrow agent, a copy of the escrow deposit agreement or other written instructions to the Trustee entered into in connection with such defeasance, which escrow deposit agreement or instructions shall be in form and substance acceptable to the Insurer, and (iii) a copy of an opinion of Special Counsel, dated the date of such defeasance and addressed to the Trustee, the School District and the Insurer, in form and substance acceptable to the School District and the Insurer, to the effect that such Certificates are no longer Outstanding under the Trust Agreement.

In the event a forward purchase agreement will be employed in the refunding, such agreement shall be subject to the approval of the Insurer and shall be accompanied by such opinions of counsel as may be require by the Insurer. The Insurer shall be provided with final drafts of the above-referenced documentation not less than five Business Days prior to the funding of the escrow.

(e) Amounts paid by the Insurer under the Insurance Policy shall not be deemed paid for purposes of this Trust Agreement and the Certificates relating to such payments shall remain Outstanding and continue to be due and owing until paid by the Trustee in accordance with this Trust Agreement. This Trust Agreement shall not be discharged unless all amounts due or to become due to the Insurer have been paid in full or duly provided for.

Section 14.02 Non-Presentment of Certificates. In the event any Certificate shall not be presented for payment when the principal with respect thereto becomes due, either at maturity, or at the date fixed for prepayment thereof, if moneys sufficient to pay such Certificate shall have been deposited in the Prepayment Fund or Lease Payment Fund, as applicable, all liability of the School District to the Owner thereof for payment of such Certificate shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such moneys, without liability for interest thereon, for the benefit of the Owner of such Certificate who shall thereafter be restricted exclusively to such moneys, for any claim of whatever nature on their part under this Trust Agreement or on, or with respect to, said Certificate.

Any moneys so deposited with and held by the Trustee not so applied to the payment of Certificates within one (1) year after the date on which the same shall have become due shall be paid by the Trustee to the School District (without liability for interest), free from the trusts created by this Trust Agreement. In addition, Trustee shall be indemnified from and against any and all liabilities to third parties resulting from its actions under this Section. Thereafter, Owners shall be entitled to look only to the School District for payment, and then only to the extent of the amount so repaid by the

Trustee. The School District shall not be liable for any interest on the sums paid to it pursuant to this section and shall not be regarded as a trustee or trustees of such money.

Section 14.03 Acquisition of Certificates by School District. All Certificates acquired by the School District, whether by purchase, gift or otherwise, shall be surrendered by the School District to the Trustee for cancellation.

Section 14.04 Records. The Trustee shall keep complete and accurate records of all moneys received and disbursed by it under this Trust Agreement, which shall be available for inspection by the School District, the Corporation and any Owner, or the agent of any of them, at any time during regular business hours upon reasonable prior notice.

Section 14.05 Notices. Except as specifically provided otherwise in this Trust Agreement, all written notices to be given under this Trust Agreement shall be given by mail or personal delivery to the party entitled thereto at its address set forth below, or at such address as the party may provide to the other party in writing from time to time. Notice shall be deemed to have been received upon actual receipt after deposit in the United States of America mail, postage prepaid or, in the case of personal delivery, upon delivery to the address set forth below:

If to the School District:	San Ysidro School District 4350 Otay Mesa Road San Ysidro, California 92173 Attention: Superintendent
If to the Corporation:	San Ysidro Schools Public Financing Corporation 4350 Otay Mesa Road San Ysidro, California 92173 Attention: President
If to the Trustee:	U.S. Bank National Association 633 West 5th Street, 24th Floor Los Angeles, California 90071 Attention: Global Corporate Trust
If to the Insurer:	 Attention: Re: Policy No.
If to S&P:	S&P Global Ratings 55 Water Street New York, New York 10041 Attention: Public Finance Rating Desk
If to Moody's:	Moody's Investors Service 7 World Trade Center 250 Greenwich Street New York, NY 10007

Attention: Structured Finance Group-
Fully Supported

Section 14.06 Governing Law. This Trust Agreement shall be construed and governed in accordance with the laws of the State.

Section 14.07 Binding Effect; Successors. This Trust Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. Whenever in this Trust Agreement either the Corporation, the School District or the Trustee is named or referred to, such reference shall be deemed to include the successors or assigns thereof and all the covenants and agreements in this Trust Agreement contained by or on behalf of the Corporation, the School District or the Trustee shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

Section 14.08 Execution in Counterparts. This Trust Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

Section 14.09 Headings. The headings or titles of the several Articles and Sections hereof, and any table of contents appended to copies hereof, shall be solely for convenience of reference and shall not affect the meaning, construction or effect of this Trust Agreement. All references herein to "Articles", "Sections" and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Trust Agreement; and the words "herein," "hereof," "hereunder" and other words of similar import refer to this Trust Agreement as a whole and not to any particular Article, Section or subdivision hereof.

Section 14.10 Waiver of Notice. Whenever in this Trust Agreement the giving of notice by mail or otherwise is required, the giving of such notice may be waived in writing by the person entitled to receive such notice and in any case the giving or receipt of such notice shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

Section 14.11 Separability of Invalid Provisions. In case any one or more of the provisions contained in this Trust Agreement or in the Certificates shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall not affect any other provision of this Trust Agreement, and this Trust Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. The parties hereto hereby declare that they would have entered into this Trust Agreement and each and every other section, paragraph, sentence, clause or phrase hereof and authorized the delivery of the Certificates pursuant thereto irrespective of the fact that any one or more sections, paragraphs, sentences, clauses or phrases of this Trust Agreement may be held illegal, invalid or unenforceable.

Section 14.12 Payment on Business Day. In any case where the date of the payment of interest on or of principal (and premium, if any) of the Certificates or the date fixed for prepayment is other than a Business Day, the payment of interest or principal need not be made on such date but may be made on the next succeeding day which is a Business Day with the same force and effect as if made on the date required, and no interest shall accrue for the period from and after such date.

Section 14.13 Provisions Relating to Certificate Insurance. Notwithstanding anything to the contrary herein:

(a) Any notice that is required to be given to any Owners or the Depository shall be given to the Insurer.

(b) Notwithstanding any other provision herein, in determining whether the rights of the Owners will be adversely affected by an action taken pursuant to the terms and provisions hereof, the effect on the Owners shall be considered as if there were no Insurance Policy.

(c) The Insurer shall be deemed to be the holder of all of the Certificates for purposes of:

(i) exercising all remedies and directing the Trustee to take actions or for any other purposes following an Event of Default (as defined in the Lease), and

(ii) granting any consent, direction or approval or taking any action permitted by or required hereunder, as the case may be, to be granted or taken by the Owners of the Certificates.

(d) Any provision herein expressly recognizing or granting rights in and to the Insurer may not be amended in any manner that affects the rights of the Insurer without the prior written consent of the Insurer.

(e) Whenever the consent of the Owners is required pursuant to the provisions herein, the Insurer's consent shall also be required.

(f) Any reorganization or liquidation plan with respect to the School District must be acceptable to the Insurer. In the event of any reorganization or liquidation, the Insurer shall have the right to vote on behalf of all Owners who hold Certificates guaranteed by the Insurer (so long as the Insurer is not in default of its obligations under the Policy). In furtherance thereof and as a term of this Trust Agreement and each Certificate, the Trustee and each Owner of a Certificate appoint the Insurer as their agent and attorney-in-fact and agree that the Insurer may at any time during the continuation of any proceeding by or against the School District under the United States Bankruptcy Code or any other applicable bankruptcy, insolvency, receivership, rehabilitation or similar law (an "Insolvency Proceeding") direct all matters relating to such Insolvency Proceeding, including without limitation, (A) all matters relating to any claim or enforcement proceeding in connection with an Insolvency Proceeding (a "Claim"), (B) the direction of any appeal of any order relating to any Claim, (C) the posting of any surety, supersedeas or performance bond pending any such appeal, and (D) the right to vote to accept or reject any plan of adjustment. In addition, the Trustee and each Owner of a Certificate delegate and assign to the Insurer, to the fullest extent permitted by law, the rights of the Trustee and each Owner of a Certificate in the conduct of any Insolvency Proceeding, including, without limitation, all rights of any party to an adversary proceeding or action with respect to any court order issued in connection with any such Insolvency Proceeding.

(g) Payment Procedures Under the Insurance Policy.

(i) If, on the fifth Business Day prior to the related scheduled interest payment date or principal payment date ("Payment Date") there is not on deposit with the Trustee,

after making all transfers and deposits required under the Trust Agreement, moneys sufficient to pay the principal of and interest on the Certificates due on such Payment Date, the Trustee shall give notice to the Insurer and to its designated agent (if any) (the "Insurer's Fiscal Agent") by telephone or telecopy of the amount of such deficiency by 12:00 noon, New York City time, on such Business Day. If, on the second Business Day prior to the related Payment Date, there continues to be a deficiency in the amount available to pay the principal of and interest on the Certificates due on such Payment Date, the Trustee shall make a claim under the Insurance Policy and give notice to the Insurer and the Insurer's Fiscal Agent (if any) by telephone of the amount of such deficiency, and the allocation of such deficiency between the amount required to pay interest on the Certificates and the amount required to pay principal of the Certificates, confirmed in writing to the Insurer and the Insurer's Fiscal Agent by 12:00 noon, New York City time, on such second Business Day by filling in the form of Notice of Claim and Certificate delivered with the Insurance Policy.

(ii) The Trustee shall designate any portion of payment of principal on Certificates paid by the Insurer, whether by virtue of mandatory sinking fund prepayment, maturity or other advancement of maturity, on its books as a reduction in the principal amount of Certificates registered to the then current Owner, whether DTC or its nominee or otherwise, and shall issue a replacement Certificate to the Insurer, registered in the name of _____, in a principal amount equal to the amount of principal so paid (without regard to authorized denominations); provided that the Trustee's failure to so designate any payment or issue any replacement Certificate shall have no effect on the amount of principal or interest payable by the Corporation on any Certificate or the subrogation rights of the Insurer.

(iii) The Trustee shall keep a complete and accurate record of all funds deposited by the Insurer into the Policy Payments Account (defined below) and the allocation of such funds to payment of interest on and principal of any Certificate. The Insurer shall have the right to inspect such records at reasonable times upon reasonable notice to the Trustee.

(iv) Upon payment of a claim under the Insurance Policy, the Trustee shall establish a separate special purpose trust account for the benefit of Owners referred to herein as the "Policy Payments Account" and over which the Trustee shall have exclusive control and sole right of withdrawal. The funds in such Policy Payments Account shall be held uninvested. The Trustee shall receive any amount paid under the Insurance Policy in trust on behalf of Owners and shall deposit any such amount in the Policy Payments Account and distribute such amount only for purposes of making the payments for which a claim was made. Such amounts shall be disbursed by the Trustee to Owners in the same manner as principal and interest payments are to be made with respect to the Certificates under the sections hereof regarding payment of Certificates. It shall not be necessary for such payments to be made by checks or wire transfers separate from the check or wire transfer used to pay debt service with other funds available to make such payments. Notwithstanding anything herein to the contrary, the School District agrees to pay to the Insurer (i) a sum equal to the total of all amounts paid by the Insurer under the Insurance Policy (the "Insurer Advances"); and (ii) interest on such Insurer Advances from the date paid by the Insurer until payment thereof in full, payable to the Insurer at the Late Payment Rate per annum (collectively, the "Insurer Reimbursement Amounts"). The Late Payment Rate shall be computed on the basis of the actual number of days elapsed over a year of 360 days. The School District hereby covenants and agrees that the Insurer Reimbursement Amounts are secured by a lien on and pledge of the funds on deposit with the Trustee and payable from such funds on a parity with interest and principal due on the Certificates.

Funds held in the Policy Payments Account shall not be invested by the Trustee and may not be applied to satisfy any costs, expenses or liabilities of the Trustee. Any funds remaining in the Policy Payments Account following a Certificate Payment Date shall promptly be remitted to the Insurer.

(h) The Insurer shall, to the extent it makes any payment of principal of or interest evidenced by the Certificates, become subrogated to the rights of the recipients of such payments in accordance with the terms of the Insurance Policy (which subrogation rights shall also include the right of any such recipients in connection with any Insolvency Proceedings). Each obligation of the School District to the Insurer under this Trust Agreement, the Lease, the Site Lease and the Assignment Agreement (each, a "Related Document") shall survive discharge or termination of such Related Document.

(i) The School District shall pay or reimburse the Insurer, to the extent permitted by law solely from Additional Payments, and subject to annual appropriation by the School District as required by Section 4.7 of the Lease, any and all charges, fees, costs and expenses that the Insurer may reasonably pay or incur in connection with (i) the administration, enforcement, defense or preservation of any rights or security in any Related Document; (ii) the pursuit of any remedies under this Trust Agreement or any other Related Document or otherwise afforded by law or equity, (iii) any amendment, waiver or other action with respect to, or related to, this Trust Agreement or any other Related Document whether or not executed or completed, or (iv) any litigation or other dispute in connection with this Trust Agreement or any other Related Document or the transactions contemplated thereby, other than costs resulting from the failure of the Insurer to honor its obligations under the Insurance Policy. The Insurer reserves the right to charge a reasonable fee as a condition to executing any amendment, waiver or consent proposed in respect of this Trust Agreement or any other Related Document.

(j) The Insurer shall be entitled to pay principal or interest evidenced by the Certificates that shall become Due for Payment but shall be unpaid by reason of Nonpayment by the School District (as such terms are defined in the Insurance Policy), whether or not the Insurer has received a Notice of Nonpayment or a claim upon the Insurance Policy.

(k) The rights granted to the Insurer under this Trust Agreement or any other Related Document to request, consent to or direct any action are rights granted to the Insurer in consideration of its issuance of the Insurance Policy. Any exercise by the Insurer of such rights is merely an exercise of the Insurer's contractual rights and shall not be construed or deemed to be taken for the benefit, or on behalf, of the Owners and such action does not evidence any position of the Insurer, affirmative or negative, as to whether the consent of the Owners or any other person is required in addition to the consent of the Insurer.

(l) The Insurer shall have the right to receive such additional information as it may reasonably request.

(m) The Corporation and the School District will permit the Insurer to discuss the affairs, finances and accounts of the Corporation and the School District or any information the Insurer may reasonably request regarding the security for the Certificates with appropriate officers of the Corporation and the School District and will use commercially reasonable efforts to enable the Insurer to have access to the facilities, books and records of the Corporation and the School District on any Business Day upon reasonable prior notice.

(n) Any interest rate exchange agreement ("Swap Agreement") entered into by the Corporation on behalf of the School District or the School District shall meet the following conditions: (i) the Swap Agreement must be entered into to manage interest costs related to, or a hedge against (a) assets then held, or (b) debt then outstanding, or (iii) debt reasonably expected to be issued within the next twelve (12) months, and (ii) the Swap Agreement shall not contain any leverage element or multiplier component greater than 1.0x unless there is a matching hedge arrangement which effectively off-sets the exposure from any such element or component. Unless otherwise consented to in writing by the Insurer, any uninsured net settlement, breakage or other termination amount then in effect shall be subordinate to the payment of the Lease Payments evidenced by on the Certificates and on any debt on parity with the Certificates. Neither the Corporation nor the School District shall terminate a Swap Agreement unless it demonstrates to the satisfaction of the Insurer prior to the payment of any such termination amount that such payment will not cause the Corporation or the School District to be in default under the Related Documents, including but not limited to, any monetary obligations thereunder. All counterparties or guarantors to any Swap Agreement must have a rating of at least "A-" and "A3" by S&P and Moody's. If the counterparty or guarantor's rating falls below "A-" or "A3" by either S&P or Moody's, the counterparty or guarantor shall execute a credit support annex to the Swap Agreement, which credit support annex shall be acceptable to the Insurer. If the counterparty or the guarantor's long term unsecured rating falls below "Baa1" or "BBB+" by either Moody's or S&P, a replacement counterparty or guarantor, acceptable to the Insurer, shall be required.

Section 14.14 Information to be Provided to the Insurer. The School District or the Trustee shall furnish to the Insurer the following, as the case may be:

(a) Annual audited financial statements of the School District within 270 days after the end of the School District's fiscal year or, to the extent such audited financial statements are not available by such date, within 30 days after receipt by the School District thereof (together with a certification of the School District that it is not aware of any default or Event of Default under the Trust Agreement or the Lease), and the School District's annual budget within 30 days after the approval thereof together with such other information, data or reports as the Insurer shall reasonably request from time to time;

(b) Notice of any draw upon the Reserve Fund within two Business Days after knowledge thereof other than (i) withdrawals of amounts in excess of the Reserve Requirement and (ii) withdrawals in connection with a refunding of Certificates;

(c) Notice of any default actually known to the Trustee or School District within five Business Days after knowledge thereof;

(d) Prior notice of the advance refunding or prepayment of any of the Certificates, including the principal amount, maturities and CUSIP numbers thereof;

(e) Notice of the resignation or removal of the Trustee and the Registrar for the Certificates and the appointment of, and acceptance of duties by, any successor thereto;

(f) Notice of the commencement of any proceeding by or against the Corporation or the School District commenced under the United States Bankruptcy Code or any other applicable bankruptcy, insolvency, receivership, rehabilitation or similar law (an "Insolvency Proceeding");

(g) Notice of the making of any claim in connection with any Insolvency Proceeding seeking the avoidance as a preferential transfer of any payment of principal of, or interest evidenced by, the Certificates;

(h) A full original transcript of all proceedings relating to the execution of any amendment, supplement, or waiver to the Related Documents; and

(i) All reports, notices and correspondence to be delivered to Owners under the terms of the Related Documents.

Section 14.15 Interested Parties.

(a) The Insurer as Third Party Beneficiary. The Insurer is hereby deemed a third party beneficiary of this Trust Agreement.

(b) Parties Interested Herein. Nothing in this Trust Agreement expressed or implied is intended or shall be construed to confer upon, or to give grant to any person or entity, other than the School District, the Trustee, the Insurer, the Reserve Insurer and the Owners of the Certificates, any right, remedy or claim under or by reason of this Trust Agreement or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Trust Agreement contained by and on behalf of the School District shall be for the sole and exclusive benefit of the School District, the Corporation, the Trustee, the Insurer, the Reserve Insurer and the registered owners of the Certificates.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

U.S. BANK NATIONAL ASSOCIATION, as Trustee

By: _____
Authorized Officer

SAN YSIDRO SCHOOLS PUBLIC FINANCING CORPORATION

By: _____
President

SAN YSIDRO SCHOOL DISTRICT

By: _____
Superintendent

EXHIBIT A

FORM OF CERTIFICATE OF PARTICIPATION

R-__ $_____

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY (AS DEFINED IN THE TRUST AGREEMENT) TO THE TRUSTEE FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

UNITED STATES OF AMERICA
STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

SAN YSIDRO SCHOOL DISTRICT
2021 CERTIFICATE OF PARTICIPATION

Evidencing the Fractional Interest of the Owner Hereof
In Lease Payments to be Made by
SAN YSIDRO SCHOOL DISTRICT
As rental for a certain property
Pursuant to a Lease Agreement with the
SAN YSIDRO SCHOOLS PUBLIC FINANCING CORPORATION

Interest Rate	***Maturity Date***	***Dated Date***	***CUSIP***
___%	September 1, _____	_____	_____

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____DOLLARS

THIS IS TO CERTIFY THAT the registered owner named above, or registered assigns, as the registered owner (the "Registered Owner") of this Certificate of Participation (the "Certificate") is the owner of a fractional and undivided interest in the right to receive certain Lease Payments and Prepayments thereof under and as defined in that certain Lease Agreement, dated as of _____ 1, 2021 (the "Lease"), by and between the SAN YSIDRO SCHOOLS PUBLIC FINANCING CORPORATION, a nonprofit public benefit corporation duly organized and existing under the laws of the State of California (the "Corporation") and the SAN YSIDRO SCHOOL DISTRICT, a school district organized and existing under and by virtue of the laws and Constitution of the State of California (the "School District"), which Lease Payments and Prepayments and certain other rights and interests under the Lease have been assigned to U.S. Bank National Association, as trustee, having

a corporate trust office in Los Angeles, California (the "Trustee") under a Trust Agreement, dated as of _____ 1, 2021 (the "Trust Agreement"), by and among the Trustee, the Corporation and the School District.

The Registered Owner of this Certificate is entitled to receive, subject to the terms of the Lease, on the Maturity Date specified above, the Principal Amount specified above, representing a portion of the Lease Payments designated as principal coming due during the preceding twelve months, and to receive semiannually on March 1 and September 1 of each year, commencing _____ 1, 2021 (the "Payment Dates"), until payment in full of the Principal Amount, the Registered Owner's portion of the Lease Payments designated as interest coming due during the six months immediately preceding each of the Payment Dates; provided that interest with respect hereto shall be payable from the Payment Date next preceding the date of execution of this Certificate (unless (i) this Certificate is executed on a Payment Date in which event it should be payable from the date thereof, (ii) this Certificate is executed after the close of business on the fifteenth day of the month preceding a Payment Date (the "Record Date") and prior to the following Payment Date, in which event interest shall be payable from such Payment Date, or (iii) it is executed on or prior to _____ 15, 2021 in which event interest evidenced thereby shall be payable from the Dated Date specified above; provided however, that if, as of any date, interest has not been paid when due with respect to any Outstanding Certificate, interest evidenced thereby shall be payable from the Payment Date to which interest has previously been paid or made available for payment with respect to Outstanding Certificates). The portion of the Lease Payments designated as interest is computed on the basis of a 360-day year of twelve 30-day months and is the result of the multiplication of the aforesaid portion of the Lease Payments designated as principal by the rate per annum identified above. Said amounts are payable in lawful money of the United States of America. The amount representing principal payable at maturity or upon prepayment in whole or in part is payable to the Registered Owner upon presentation and surrender of this Certificate at the Principal Office. The amounts representing interest are payable by check mailed by the Trustee on each Payment Date by first class mail to the Registered Owner hereof as of the Record Date preceding the Payment Date at the Registered Owner's address as it appears on the registration books of the Trustee. Interest evidenced by any Certificates may, at the option of any Owner of Certificates in an aggregate principal amount of $1,000,000 or more evidenced by the written request of such Owner to the Trustee, be paid to such Owner by wire transfer to the bank and account number on file with the Trustee as of the Record Date. Notwithstanding the foregoing, so long as DTC, or its nominee, is the Registered Owner of this Certificate principal and interest payments shall be made in accordance with DTC procedures.

This Certificate is one of the $_____ aggregate principal amount of the San Ysidro School District 2021 Certificates of Participation (the "Certificates") which have been executed and delivered by the Trustee pursuant to the terms of the Trust Agreement. The School District is authorized to enter into the Lease and the Trust Agreement under the Constitution and laws of the State of California. Reference is hereby made to the Lease and the Trust Agreement (copies of which are on file at the Principal Office) for a description of the terms on which the Certificates are delivered, the rights thereunder of the Owners of the Certificates, the rights, duties and immunities of the Trustee and the rights and obligations of the School District under the Lease, to all of the provisions of which Lease and Trust Agreement the Registered Owner of this Certificate, by acceptance hereof, assents and agrees.

The School District is obligated to pay Lease Payments from any source of legally available funds, and the School District has covenanted in the Lease to make the necessary annual appropriations therefor. The obligation of the School District to pay the Lease Payments does not constitute an

obligation of the School District for which the School District is obligated to levy or pledge any form of taxation or for which the School District has levied or pledged any form of taxation. The obligation of the School District to pay Lease Payments does not constitute a debt of the School District, the State of California or any of its political subdivisions within the meaning of any Constitutional or statutory debt limitation or restriction. The School District's obligation to pay Lease Payments may be completely or partially abated during any period in which, by reason of material damage, destruction, title defect, or taking eminent domain or condemnation there is substantial interference with the use and right of possession by the School District of the Property. Failure of the School District to pay Lease Payments during any such period shall not constitute a default under the Lease, the Trust Agreement or this Certificate.

To the extent and in the manner permitted by the terms of the Trust Agreement, the provisions of the Trust Agreement may be amended by the parties thereto with the written consents of the Insurer (so long as the Insurer is not in default on its payment obligations under the Insurance Policy) and the Owners of at least a majority in aggregate principal amount of the Certificates then Outstanding, and may be amended, without the consent of the Owners upon written notice to the Insurer under certain circumstances, but in no event such that the interests of the Owners of the Certificates are adversely affected. No such modification or amendment shall (i) extend or have the effect of extending the fixed maturity of any Certificate or reducing the interest rate with respect thereto or extending the time of payment of interest, or reducing the amount of principal thereof or reducing any premium payable upon the prepayment thereof, or diminish the security afforded by the Insurance Policy, without the express consent of the Owner of such Certificate and the Insurer as and to the extent described in the Trust Agreement, or (ii) reduce the percentage of Owners whose consent is required for the affirmative vote or written consent to an amendment or modification of the Trust Agreement, (iii) modify any of the rights or obligations of the Trustee without its written assent thereto, or (iv) amend the section of the Trust Agreement dealing with permitted amendments thereof without the prior written consent of the Owners of all Certificates and the Insurer (so long as the Insurer is not in default in its payment obligations under the Insurance Policy) as and to the extent described in the Trust Agreement.

This Certificate is transferable by the Registered Owner hereof, in person or by his duly authorized attorney, at the Principal Office, but only in the manner, subject to the limitations and upon payment of the charges provided in the Trust Agreement and upon surrender and cancellation of this Certificate. Upon such transfer a new Certificate or Certificates, of an authorized denomination or denominations, for the same aggregate principal amount, maturity and interest rate, will be delivered to the transferee. This Certificate also may be exchanged for a like aggregate principal amount of Certificates of other authorized denominations as prescribed in the Trust Agreement. The School District, the Corporation and the Trustee may treat the Registered Owner hereof as the absolute owner hereof for all purposes whether or not this Certificate shall be overdue, and the School District, the Corporation and the Trustee shall not be affected by any notice to the contrary.

The Trustee shall not be required to transfer any Certificate selected for prepayment or be required to transfer any Certificate during the period in which the Trustee is selecting Certificates for prepayment.

Extraordinary Prepayment. The Certificates are subject to prepayment prior to their respective maturity dates on any date, in whole or in part, from Net Proceeds which the Trustee shall transfer to the Prepayment Fund as provided in the Lease at least 45 days prior to the date set for prepayment and credited towards the prepayment made by the School District pursuant to the Lease, at a prepayment

price equal to the Principal Component of the Lease Payments to be prepaid, together with accrued interest to the date fixed for prepayment, without premium.

Optional Prepayment. The Certificates maturing on or after September 1, ____, are subject to optional prepayment prior to their respective maturity dates on any date on or after _____, in whole or in part, at the option of the School District, from any lawfully available source of funds in the event the School District exercises its option under the Lease to prepay the Principal Component of the Lease Payments (in integral multiples of $5,000), at a prepayment price equal to the Principal Component of the Lease Payments to be prepaid, plus accrued interest to the date fixed for prepayment, without premium.

Mandatory Prepayment. The Certificates maturing on September 1, ____ are subject to mandatory prepayment in part, by lot, on September 1, ____, and each September 1 thereafter prior to maturity, at a prepayment price equal to the principal amount thereof, together with accrued interest to the date fixed for prepayment, without premium, and to payment at maturity in the amounts set forth in the following table:

Term Certificates Due on September 1, ____

Year (September 1)	***Principal Amount***
	$
(Maturity)	

The Certificates maturing on September 1, ____ are subject to mandatory prepayment in part, by lot, on September 1, ____, and each September 1 thereafter prior to maturity, at a prepayment price equal to the principal amount thereof, together with accrued interest to the date fixed for prepayment, without premium, and to payment at maturity in the amounts set forth in the following table:

Term Certificates Due on September 1, ____

Year (September 1)	***Principal Amount***
	$
(Maturity)	

In the event of a partial optional prepayment of the Certificates maturing on September 1, ____ or September 1, ____, each of the remaining mandatory sinking fund payments for such Certificates will be reduced, as nearly as practicable, on a pro rata basis in the amount of $5,000 or any integral multiple thereof, as directed by the School District.

As provided in the Trust Agreement, notice of prepayment shall be given to the Depository in the manner agreed to by the Depository and the Trustee, or if no longer held in book-entry form shall be mailed by first class mail, postage prepaid, not less than 30 nor more than 60 days before the prepayment date, to the Owners of the Certificates to be prepaid, but neither failure to receive such notice nor any defect in the notice so given shall affect the sufficiency of the proceedings for

prepayment. Any notice of prepayment for an optional prepayment may be conditional as described in the Trust Agreement. If this Certificate is called for prepayment and payment is duly provided therefor as specified in the Trust Agreement, interest shall cease to accrue with respect hereto from and after the date fixed for prepayment.

The School District has certified that all acts, conditions and things required by the laws of the State of California and the Trust Agreement to exist, to have happened and to have been performed precedent to and in connection with the execution and delivery of this Certificate do exist, have happened and have been performed in regular and due time, form and manner as required by law, and that the Trustee is duly authorized to execute and deliver this Certificate, and that the amount of this Certificate, together with all other Certificates executed and delivered under the Trust Agreement, is not in excess of the amount of Certificates authorized to be executed and delivered thereunder.

Terms used herein which are not otherwise defined shall have the respective meanings assigned thereto in the Trust Agreement.

The Trustee has no obligation or liability to the Registered Owner of this Certificate to make payments of principal or interest evidenced by this Certificate except from Lease Payments paid to the Trustee and from the various funds and accounts established under the Trust Agreement. The Trust Agreement provides that the recitals of facts, covenants and agreements in this Certificate shall be taken as statements, covenants and agreements of the School District, and the Trustee assumes no responsibility for the correctness of the same. The Trustee has executed this Certificate solely in its capacity as Trustee under the Trust Agreement and not in its individual or personal capacity.

IN WITNESS WHEREOF, this Certificate has been executed and delivered by U.S. Bank National Association, as Trustee, acting pursuant to the Trust Agreement.

Date of Execution: _____ U.S. BANK NATIONAL ASSOCIATION, as Trustee

By: _____
Authorized Signatory

[FORM OF STATEMENT OF INSURANCE]

[TO COME]

[FORM OF ASSIGNMENT]

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

_____

(print or typewrite name, address, including postal zip code,
and social security or other identifying number of Transferee)

_____

the within Certificate and all rights thereunder, and hereby irrevocably constitutes and appoints

_____

to transfer the within Certificate on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed

NOTICE: Signature guarantee should be made by a guarantor institution participating in the Securities Transfer Agents Medallion Program or in such other guarantee program acceptable to the Trustee.	NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Certificate in every particular, without alteration or enlargement or any change whatever.

EXHIBIT B-1

FORM OF WRITTEN DELIVERY COST REQUISITION

_____
_____
_____

RE: Disbursement from the Delivery Cost Fund pursuant to Section 3.01 of the Trust Agreement related to the San Ysidro School District 2021 Certificates of Participation, dated as of _____ 1, 2021 (the "Agreement"), by and among U.S. BANK NATIONAL ASSOCIATION, as trustee (the "Trustee"), SAN YSIDRO SCHOOLS PUBLIC FINANCING CORPORATION (the "Corporation") and the SAN YSIDRO SCHOOL DISTRICT (the "School District").

REQUISITION NO. _____

You are hereby instructed to pay to the School District, or to _____ at _____ $_____ as a Delivery Cost from the Delivery Cost Fund as provided in Section 3.01 of the Agreement. This Delivery Cost has been properly incurred, is a proper charge against the Delivery Cost Fund and has not been the basis of any previous disbursements.

The amount remaining in the Delivery Cost Fund, together with interest earnings on the Delivery Cost Fund plus investment earnings will, after payment of the amount set forth in this requisition, be sufficient to pay all remaining Delivery Costs as presently estimated.

Very truly yours,

[form only; no signature required]_____
School District Representative

EXHIBIT B-2

FORM OF WRITTEN PROJECT COST REQUISITION

_____
_____
_____

RE: Disbursement from the Project Fund pursuant to Section 3.03 of the Trust Agreement related to the San Ysidro School District 2021 Certificates of Participation, dated as of _____ 1, 2021 (the "Agreement"), by and among U.S. Bank National Association, as trustee (the "Trustee"), SAN YSIDRO SCHOOLS PUBLIC FINANCING CORPORATION (the "Corporation") and the SAN YSIDRO SCHOOL DISTRICT (the "School District")

REQUISITION NO. _____

You are hereby instructed to pay to the School District, or to the payee(s) listed in Exhibit A hereto, the amount(s) set forth in Exhibit A as a Project Cost from the Project Fund as provided in Section 3.03 of the Agreement. This Project Cost has been properly incurred, is a proper charge against the Project Fund and has not been the basis of any previous disbursements.

Very truly yours,

[form only; no signature required]
School District Representative

EXHIBIT A TO EXHIBIT B-2

Payee	*Description*	*Amount*

2012 CERTIFICATES ESCROW AGREEMENT

SAN YSIDRO SCHOOL DISTRICT
2012 CERTIFICATES OF PARTICIPATION

THIS ESCROW AGREEMENT (the "Agreement"), made and entered into as of _____ 1, 2021, by and between the San Ysidro School District (the "District"), and U.S. Bank National Association (the "Escrow Bank").

WITNESSETH:

WHEREAS, the District has previously caused the $10,409,714.55 San Ysidro School District 2012 Certificates of Participation (School Facilities Project) (San Diego County, California), to be delivered pursuant to a Trust Agreement, dated as of January 1, 2012 (the "2012 Trust Agreement"), by and among U.S. Bank National Association (the "2012 Trustee"), the San Ysidro Schools Public Financing Corporation and the District, of which $_____remains outstanding as set forth in Schedule A (the "Prior Certificates"); and

WHEREAS, under the 2012 Trust Agreement, the Prior Certificates can be prepaid on any date from the proceeds of any Mello-Roos special tax bonds; and

WHEREAS, the District has determined that it is in its best interests and desirable that the Prior Certificates be defeased and be prepaid as provided in the 2012 Trust Agreement from amounts on deposit in the escrow fund (the "Escrow Fund") held with the Escrow Bank; and

WHEREAS, in order to accomplish such defeasance and prepayment it is necessary and desirable for the District to secure its obligation to pay 2012 Lease Payments (as defined in the 2012 Trust Agreement) evidenced by the Prior Certificates in accordance with the terms of Section 8.3 of the 2012 Trust Agreement; and

WHEREAS, pursuant to a resolution of the Board of Education adopted on January 21, 2020 (the "Resolution"), the District has agreed to provide funds necessary to defease the Prior Certificates by authorizing the preparation, execution and delivery of $_____ aggregate principal amount 2021 Certificates of Participation (the "Certificates"), evidencing and representing interests in the holders thereof in lease payments to be made by the District to the Corporation pursuant to a Lease Agreement, dated as of _____ 1, 2021, by and between the Corporation and the District; and

WHEREAS, the Resolution provides that a portion of the proceeds of the Certificates shall be set aside in order to purchase the Community Facilities District No. 3 of the San Ysidro School District 2021 Special Tax Bonds (the CFD No. 3 Bonds"), which CFD No. 3 Bonds will be issued by Community Facilities District No. 3 of the San Ysidro School District ("CFD No. 3") and sold to the District on the same date as the execution and delivery of the Certificates; and

WHEREAS, a portion of the proceeds of the CFD No. 3 Bonds shall be set aside in order to provide for the payment of the Prior Certificates and that such proceeds shall be deposited in the Escrow Fund; and

WHEREAS, the District and CFD No. 3 have taken action to cause to be delivered to the Escrow Bank, for deposit in the Escrow Fund, CFD No. 3 Bond proceeds in an amount which is

intended by the District to be sufficient to pay the interest and principal on the Prior Certificates through and including _____, 2021, and to prepay the Prior Certificates maturing on and after September 1, 2021 on _____, 2021 at the prepayment price of 100% of the principal amount thereof (the "Prepayment Price");

NOW, THEREFORE, the District and the Escrow Bank hereby agree as follows:

Section 1. Establishment, Funding and Maintenance of Escrow Fund.

(a) The Escrow Bank agrees to establish and maintain the Escrow Fund until final payment of the Prior Certificates has been paid in full and to hold the securities, investments and moneys therein at all times as a special and separate escrow fund (wholly segregated from all other securities, investments or moneys on deposit with the Escrow Bank). CFD No. 3 shall deposit with the Escrow Bank $_____ of proceeds of the CFD No. 3 Bonds, which amount the 2012 Trustee is hereby instructed to transfer to the Escrow Fund. All moneys in the Escrow Fund are hereby irrevocably pledged to secure the payment of the Prior Certificates. The Escrow Bank shall hold all amounts in the Escrow Fund uninvested.

(b) The Escrow Bank hereby acknowledges receipt of the verification report of Causey, Demgen & Moore, P.C., certified public accountants, dated _____ 1, 2021 with respect to the District's defeasance of the Prior Certificates in the manner and to the extent provided by law and in Section 8.3 of the 2012 Trust Agreement.

Section 2. Reserved.

Section 3. Payment of the Prior Certificates. The District hereby requests and irrevocably instructs the Escrow Bank, and the Escrow Bank hereby agrees, to pay all amounts in the Escrow Fund to the 2012 Trustee for the payment of the Prior Certificates at the places and in the manner stipulated in the Prior Certificates and in the 2012 Trust Agreement. In accordance with Section 4.3 of the 2012 Trust Agreement, the District has instructed the 2012 Trustee to prepay the Prior Certificates maturing on and after September 1, 2021 on _____, 2021 and a copy of such instructions is attached as Schedule C hereto. The Trustee has previously provided the Notice of Prepayment required by Section 4.6 of the 2012 Trust Agreement to the owners of the Prior Certificates. The District shall request and irrevocably instruct the 2012 Trustee, to mail a notice of defeasance substantially in the form attached as Exhibit A of Schedule C hereto. Upon payment in full of the Prior Certificates, the Escrow Bank shall transfer any moneys or securities remaining in the Escrow Fund to the District and this Agreement shall terminate. The Escrow Fund cash flow is set forth in Schedule B attached hereto.

Section 4. Possible Deficiencies; Amounts in Excess of Required Cash Balance.

(a) If at any time the Escrow Bank has actual knowledge that the moneys in the Escrow Fund will not be sufficient to make all payments required by Section 3 hereof, the Escrow Bank shall notify the District in writing as soon as is reasonably practicable, of such fact, the amount of such deficiency and the reason therefor solely to the extent actually known to it; provided, however, the District shall have no liability for any deficiency and shall not be required to provide funds to eliminate any such deficiency.

(b) The Escrow Bank shall in no manner be responsible for any deficiency in the Escrow Fund.

Section 5. Fees and Costs.

(a) The District shall pay to the Escrow Bank from time to time reasonable compensation for all services rendered under this Agreement and shall reimburse the Escrow Bank for all out of pocket expenses (including reasonable legal fees and expenses) incurred hereunder.

(b) The fees of and the costs incurred by the Escrow Bank shall in no event be deducted or payable from, or constitute a lien against, the Escrow Fund.

Section 6. Merger or Consolidation. Any company into which the Escrow Bank may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Escrow Bank may sell or transfer all or substantially all of its corporate trust business, provided such company shall be eligible under this Agreement, shall be the successor to such Escrow Bank without the execution or filing of any paper or any further act, notwithstanding anything herein to the contrary.

Section 7. Indemnity. To the maximum extent permitted by law, the District hereby assumes liability for, and hereby agrees (whether or not any of the transactions contemplated hereby are consummated) to indemnify, protect, save and keep harmless the Escrow Bank and its respective successors, assigns, directors, officers, agents, employees and servants, from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements (including reasonable legal fees and disbursements) of whatsoever kind and nature which may be imposed on, incurred by, or asserted against, the Escrow Bank at any time (whether or not also indemnified against the same by the District or any other person under any other agreement or instrument, but without double indemnity) in any way relating to or arising out of the execution, delivery and performance of this Agreement, the establishment hereunder of the Escrow Fund, the acceptance of the funds and securities deposited therein and any payment, transfer or other application of moneys by the Escrow Bank in accordance with the provisions of this Agreement; provided, however, that the District shall not be required to indemnify the Escrow Bank against the Escrow Bank's own negligence or willful misconduct or the negligent or willful misconduct of the Escrow Bank's respective successors, assigns, agents and employees or the breach by the Escrow Bank of the terms of this Agreement. In no event shall the District or the Escrow Bank be liable to any person by reason of the transactions contemplated hereby other than to each other as set forth in this section. The indemnities contained in this section shall survive the termination of this Agreement and the resignation or removal of the Escrow Bank.

Section 8. Responsibilities of the Escrow Bank. The Escrow Bank and its respective successors, assigns, agents and servants shall not be held to any personal liability whatsoever, in tort, contract, or otherwise, in connection with the execution and delivery of this Agreement, the establishment of the Escrow Fund, the acceptance of the moneys deposited therein, the sufficiency of the moneys in the Escrow Fund to accomplish the defeasance of the Prior Certificates or any payment, transfer or other application of moneys or obligations by the Escrow Bank in accordance with the provisions of this Agreement or by reason of any non-negligent act, non-negligent omission or non-negligent error of the Escrow Bank made in good faith in the conduct of its duties. The recitals of fact contained in the "Whereas" clauses herein shall be taken as the statements of the District and the Escrow Bank assumes no responsibility for the correctness thereof. The Escrow Bank makes no representation as to the sufficiency of the amounts in the Escrow Fund to accomplish the defeasance of the Prior Certificates or to the validity of this Agreement as to the District and, except as otherwise provided herein, the Escrow Bank shall incur no liability with respect thereto. The Escrow Bank shall

not be liable in connection with the performance of its duties under this Agreement except for its own negligence, willful misconduct or default, and the duties and obligations of the Escrow Bank shall be determined by the express provisions of this Agreement and no implied covenants or obligations shall be read against the Escrow Bank hereunder. The Escrow Bank may consult with counsel, who may or may not be counsel to the District, and in reliance upon the written opinion of such counsel shall have full and complete authorization and protection with respect to any action taken, suffered or omitted by it in good faith in accordance therewith. No provisions of this Agreement shall require the Escrow Bank to expend or risk its own funds or otherwise incur any financial liability by the performance or exercise of its rights or powers. Whenever the Escrow Bank shall deem it necessary or desirable that a matter be proved or established prior to taking, suffering, or omitting any action under this Agreement, such matter may be deemed to be conclusively established by a certificate signed by an authorized officer of the District.

The Escrow Bank may conclusively rely and shall be fully protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, approval or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. The Escrow Bank may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents, attorneys, custodians or nominees appointed with due care, and shall not be responsible for any willful misconduct or negligence on the part of any agent, attorney, custodian or nominee so appointed.

Anything in this Agreement to the contrary notwithstanding, in no event shall the Escrow Bank be liable for special, indirect, punitive or consequential loss or damage of any kind whatsoever (including but not limited to lost profits), even if the Escrow Bank has been advised of the likelihood of such loss or damage and regardless of the form of action. The Escrow Bank shall not be liable to the parties hereto or deemed in breach or default hereunder if and to the extent its performance hereunder is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the Escrow Bank and could not have been avoided by exercising due care. Force majeure shall include acts of God, terrorism, war, riots, strikes, fire, floods, earthquakes, epidemics or other similar occurrences.

The Escrow Bank agrees to accept and act upon instructions or directions pursuant to this Agreement sent as document in portable document format (".pdf") or other replicating image attached to an unsecured e-mail, facsimile transmission or other similar unsecured electronic methods, provided, however, that, the Escrow Bank shall have received an incumbency certificate listing persons designated to give such instructions or directions and containing specimen signatures of such designated persons, which such incumbency certificate shall be amended and replaced whenever a person is to be added or deleted from the listing. If the District elects to give the Escrow Bank e-mail or facsimile instructions (or instructions by a similar electronic method) and the Escrow Bank in its discretion elects to act upon such instructions, the Escrow Bank's understanding of such instructions shall be deemed controlling. The Escrow Bank shall not be liable for any losses, costs or expenses arising directly or indirectly from the Escrow Bank's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The District agrees to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Escrow Bank, including without limitation the risk of the Escrow Bank acting on unauthorized instructions, and the risk of interception and misuse by third parties.

Section 9. Amendments. This Agreement is made for the benefit of the District and the owners from time to time of the Prior Certificates and it shall not be repealed, revoked, altered or amended without the written consent of all such owners, the Escrow Bank and the District; provided, however, that if the District and the Escrow Bank receive an opinion of nationally recognized bond attorneys selected by the District to the effect that the exclusion from gross income for federal income tax purposes of the interest on the Prior Certificates, the CFD No. 3 Bonds and the Certificates will not be adversely affected thereby, they may, without the consent of, or notice to, such owners, amend this Agreement or enter into such agreements supplemental to this Agreement as shall not materially adversely affect the rights of such owners and as shall not be inconsistent with the terms and provisions of this Agreement, for any one or more of the following purposes: (i) to cure any ambiguity or formal defect or omission in this Agreement; (ii) to grant to, or confer upon, the Escrow Bank for the benefit of the owners of the Prior Certificates any additional rights, remedies, powers or authority that may lawfully be granted to, or conferred upon, such owners or the Escrow Bank; (iii) to include under this Agreement additional funds, securities or properties (but only if the sufficiency of the Escrow Fund for the purpose herein set forth is verified by a nationally recognized firm of independent certified public accountants) and shall hold funds received by it uninvested. The Escrow Bank shall be entitled to rely conclusively upon an unqualified opinion of nationally recognized municipal bond attorneys, selected by the District, with respect to compliance with this Section 9, including the extent, if any, to which any change, modification, addition or elimination affects the rights of the owners of the Prior Certificates or that any instrument executed hereunder complies with the conditions and provisions of this Section 9.

Section 10. Resignation or Removal of Escrow Bank.

(a) The Escrow Bank may resign by giving not less than 30 days' notice in writing to the District, which notice shall be mailed to the owners of the Prior Certificates remaining unpaid. The Escrow Bank may be removed (1) by (i) filing with the District of an instrument or instruments executed by the owners of at least 51% in aggregate principal amount of the Prior Certificates then remaining unpaid, and (ii) the delivery of a copy of the instruments filed with the District to the Escrow Bank, or (2) by a court of competent jurisdiction for failure to act in accordance with the provisions of this Agreement upon application by the District or the owners of 5% in aggregate principal amount of the Prior Certificates then remaining unpaid.

(b) If the position of Escrow Bank becomes vacant due to resignation or removal of the Escrow Bank or any other reason, a successor Escrow Bank may be appointed by the District. Notice of such appointment shall be mailed by first class mail, postage prepaid, to the registered owners of the Prior Certificates. Within one year after a vacancy, the owners of a majority in principal amount of the Prior Certificates then remaining unpaid may, by an instrument or instruments filed with the District, appoint a successor Escrow Bank who shall supersede any Escrow Bank theretofore appointed by the District. If no successor Escrow Bank is appointed by the District or the owners of such Prior Certificates then remaining unpaid, within 45 days after any such resignation or removal, the Escrow Bank may petition the appropriate court having jurisdiction for the appointment of a successor Escrow Bank. The responsibilities of the Escrow Bank under this Escrow Agreement will not be discharged until a new Escrow Bank is appointed and until the cash and investments held under this Escrow Agreement are transferred to the new Escrow Bank.

Section 11. Severability. If any section, paragraph, sentence, clause or provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or

unenforceability of such section, paragraph, sentence, clause or provision shall not affect any of the remaining provisions of this Agreement.

Section 12. Execution of Counterparts. This Agreement may be executed in any number of counterparts, each of which shall for all purposes be deemed to be an original and all of which shall together constitute but one and the same instrument.

Section 13. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

Section 14. Definitions. Any capitalized term used but not otherwise defined in this Agreement shall have the meaning assigned to such term in the Resolution.

Section 15. Assignment. This Agreement shall not be assigned by the Escrow Bank or any successor thereto without the prior written consent of the District provided, however, that an assignment made pursuant to Section 6 hereof shall not require prior written consent.

Section 16. Holidays. If the date for making any payment or the last date for performance of any act or the exercising of any right, as provided in this Agreement, shall be a legal holiday or a day on which banking institutions in which the principal office of the Escrow Bank is located are authorized by law to remain closed, such payment may be made or act performed or right exercised on the next succeeding day not a legal holiday or a day on which such banking institutions are authorized by law to remain closed, with the same force and effect as if done on the nominal date provided in this Agreement; and no interest shall accrue for the period from and after such nominal date.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the San Ysidro School District and U.S. Bank National Association have caused this Agreement to be executed each on its behalf as of the day and year first above written.

U.S. BANK NATIONAL ASSOCIATION, as Escrow Bank

By: _____
Authorized Officer

SAN YSIDRO SCHOOL DISTRICT

By: _____
Superintendent

SCHEDULE A

PRIOR CERTIFICATES

Maturity Date (September 1)	*Principal Amount*	*Interest Rate*	*Prepayment Date*	*Prepayment Price*

SCHEDULE B

ESCROW FUND CASH FLOW

SCHEDULE C

FORM OF INSTRUCTIONS AND REQUEST TO 2012 TRUSTEE

_____, 2021

U.S. Bank National Association, as 2012 Trustee

$10,409,714.55
SAN YSIDRO SCHOOL DISTRICT
2012 CERTIFICATES OF PARTICIPATION
(SCHOOL FACILITIES PROJECT)

Ladies and Gentlemen:

As the trustee with respect to the above-captioned Certificates (the "Certificates"), under that certain Trust Agreement, dated as of January 1, 2012, by and among U.S. Bank National Association, the San Ysidro School District (the "District") and the San Ysidro Schools Public Financing Corporation (the "2012 Trust Agreement"), you are hereby notified of the irrevocable election of the District to prepay the outstanding Certificates described in Exhibit A hereto (the "Prepaid Certificates"), at a price of 100% of the principal amount thereof on _____, 2021. The Prepaid Certificates are expected to be prepaid from a portion of the proceeds of the Community Facilities District No. 3 of the San Ysidro School District 2021 Special Tax Bonds, which are expected to be issued on _____, 2021.

You are hereby irrevocably instructed to mail, as soon as practicable, a notice to the registered owners of the Prepaid Certificates (in the form attached hereto as Exhibit A) stating that the deposit of moneys has been made with you as Escrow Bank and you have received a verification report evidencing that the projected withdrawal from such escrow has been calculated to be adequate to pay on _____, 2021 the prepayment price and interest due on the Prepaid Certificates.

SAN YSIDRO SCHOOL DISTRICT

By:_____
Its: Superintendent

EXHIBIT A

NOTICE OF DEFEASANCE
SAN YSIDRO SCHOOL DISTRICT
2012 CERTIFICATES OF PARTICIPATION
(SCHOOL FACILITIES PROJECT)

Notice is hereby given to the owners of the outstanding San Ysidro School District 2012 Certificates of Participation maturing on and after September 1, 2021 as shown in Appendix A hereto (collectively, the "Prior Certificates") that:

(i) There has been deposited in an Escrow Fund with U.S. Bank National Association, as Escrow Bank, certain monies as permitted by the Trust Agreement, dated as of January 1, 2012, by and among U.S. Bank National Association, as trustee (the "Trustee"), the San Ysidro School District (the "District") and the San Ysidro Schools Public Financing Corporation (the "Corporation"), pursuant to which the Prior Certificates were executed and delivered (the "Trust Agreement") for the purpose of defeasing the Prior Certificates. The Escrow Bank has received a verification report of an independent accounting firm evidencing that the amounts on depsit in the Escrow Fund will be sufficient to prepay the remaining Prior Certificates then outstanding on _____, 2021 at a prepayment price of 100% of the principal amount thereof together with accrued and accreted interest to such date (the "Prepayment Price").

(ii) The Trustee has been irrevocably instructed by the District to prepay on _____, 2021 the Prior Certificates at the Prepayment Price. There is on deposit with the Escrow Bank cash in an amount sufficient to pay the Prepayment Price on _____, 2021.

(iii) The Prior Certificates are deemed to be paid in accordance with Section 8.3 of the Trust Agreement and all obligations of the District, the Corporation and the Trustee under the Trust Agreement with respect to the Prior Certificates have ceased and terminated except for the obligation of the Trustee to pay the owners of the Prior Certificates from amounts on deposit in the Escrow Fund and as otherwise set forth in Section 8.3.

Dated: _____, 2021 U.S. BANK NATIONAL ASSOCIATION, as Trustee

APPENDIX A

SAN YSIDRO SCHOOL DISTRICT
2012 CERTIFICATES OF PARTICIPATION
(SCHOOL FACILITIES PROJECT)

PRIOR CERTIFICATES

Maturity Date (September 1)	*Principal Amount*	*Interest Rate*	*CUSIP*

SAN YSIDRO SCHOOL DISTRICT

COMMUNITY FACILITIES DISTRICT NO. 3
OF THE SAN YSIDRO SCHOOL DISTRICT
2021 SPECIAL TAX BONDS

LOCAL OBLIGATION PURCHASE CONTRACT

dated as of _____, 2021

San Ysidro School District
4350 Otay Mesa Road
San Ysidro, California 92173

Ladies and Gentlemen:

The undersigned San Ysidro School District (the "School District") offers to enter into this Local Obligation Purchase Contract (the "Local Obligation Purchase Contract") with you, Community Facilities District No. 3 of the San Ysidro School District (the "District"), which, upon acceptance, will be binding upon the District and the School District; and except as otherwise provided herein, all capitalized terms used herein shall have the meanings attributed to them in the Bond Indenture, dated as of _____ 1, 2021 (the "Indenture"), by and between the District and U.S. Bank National Association, as fiscal agent (the "Fiscal Agent"). Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to such terms in the Indenture.

1. Purchase, Sale and Delivery of the Obligations.

(a) Subject to the terms and conditions and in reliance upon the representations, warranties and agreements set forth herein, the School District hereby agrees to purchase from the District, and the District hereby agrees to sell to the School District, all (but not less than all) of the $_____ aggregate principal amount of the District's Special Tax Bonds (the "Local Obligations"), issued pursuant to the Indenture. The Local Obligations shall be dated the date of their initial delivery, bearing interest payable on the dates and at the interest rates, and maturing on the dates and in the amounts and subject to the optional and mandatory redemption provisions, as set forth in Exhibit A attached hereto and incorporated herein.

The purchase price for the Local Obligations shall be paid from the proceeds of sale of the San Ysidro School District 2021 Certificates of Participation (the "2021 Certificates"), and such purchase price shall be $_____ (being the aggregate principal amount thereof ($_____), plus an original issue premium of $_____, and less an underwriter's discount of $_____). The 2021 Certificates are being executed and delivered pursuant to that certain Trust Agreement dated as of _____ 1, 2021 by and among the School District, the San Ysidro Schools Public Financing Corporation and U.S. Bank National Association, as trustee for the 2021 Certificates (the "2021 Certificates Trustee").

The Local Obligations shall be substantially in the forms described in, shall be issued and secured under the provisions of, and shall be payable as provided in the Indenture,

which provides for the issuance of the Local Obligations and the registration thereof in the name of the 2021 Certificates Trustee.

(b) At 9:00 a.m., Pacific Daylight Time, on _____, 2021, or at such earlier or later time or date as shall be agreed by the District and the School District (such time and date being herein referred to as the "Closing Date"), the District will deliver to the School District at the offices of Stradling Yocca Carlson & Rauth, a Professional Corporation, Newport Beach, California (or such other location as may be designated by the School District and approved by the District) the Local Obligations in definitive forms, duly executed by the District and authenticated by the Fiscal Agent, and will deliver to the School District the other documents herein mentioned; and the School District will accept such delivery and pay the total purchase price of the Local Obligations as set forth in paragraph (a) of this section (such delivery and payment being herein referred to as the "Closing").

2. Representations, Warranties and Agreements of the District. The District represents and warrants to and agrees with the School District that:

(a) The District is duly organized and existing as a school district under and by virtue of the Constitution and laws of the State of California, with full power and authority to issue the Local Obligations and to carry out and consummate the transactions contemplated by the Local Obligations, the Local Obligation Purchase Contract and the Indenture (collectively, the "Financing Documents"), and the Financing Documents are valid and binding obligations of the District;

(b) When delivered to and paid for by the School District at the Closing in accordance with the provisions of the Local Obligation Purchase Contract, the Local Obligations will have been duly authorized, executed, issued and delivered and will constitute valid and binding obligations of the District in conformity with, and entitled to the benefit and security of, the Indenture;

(c) By official action of the District prior to or concurrently with the acceptance hereof, the District has authorized and approved the execution and delivery of the Financing Documents, and authorized and approved the performance by the District of the obligations on its part contained in the Financing Documents and has authorized and approved the consummation by the District of all other transactions contemplated by the Local Obligation Purchase Contract;

(d) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, governmental agency, public board or body, pending or, to the knowledge of the District, threatened against the District or its properties or operations (i) seeking to restrain or enjoin the issuance, sale, execution or delivery of the Local Obligations, (ii) in any way contesting or affecting the validity or enforceability of any of the Financing Documents, any proceedings of the District taken concerning the issuance or sale of the Local Obligations, or the existence or powers of the District relating to the issuance of the Local Obligations or (iii) which, if determined adversely to the District or its interests, would have a material and adverse effect on the consummation of the transactions contemplated by or the validity of the Financing Documents or on the operations of the District with respect to the Local Obligations;

(e) The execution and delivery of the Financing Documents, and the consummation of the transactions therein and herein contemplated, and the fulfillment of or compliance with the terms and conditions thereof and hereof, will not conflict with or constitute a violation or breach of or default (with due notice or the passage of time or both) under any applicable law or administrative rule or regulation, or any applicable court or administrative decree or order, or any indenture, mortgage, deed of trust, loan agreement, lease, contract or other agreement or instrument to which the District is a party or by which it or its properties are otherwise subject or bound, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the District, which conflict, violation, breach, default, lien, charge or encumbrance might have consequences that would materially and adversely affect the consummation of the transactions contemplated by the Financing Documents or the operations of the District with respect to the Local Obligations;

(f) The District is not in breach of or default under any applicable law or administrative regulation of the State of California or the United States or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the District is a party or is otherwise subject, which breach or default may have consequences that would materially and adversely affect the consummation of the transactions contemplated by the Financing Documents, and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute such a breach or default under any such instrument;

(g) All approvals, consents, authorizations, certifications and other orders of any governmental authority, board, agency or commission having jurisdiction, and all filings with any such entities, which would constitute conditions precedent to or the failure to obtain which would materially adversely affect the performance by the District of its obligations under the Financing Documents have been duly obtained, and no further consent, approval, authorization or other action or filing with or by any governmental or regulatory authority having jurisdiction over the District is or will be required for the issue and sale of the Local Obligations or the consummation by the District of the other transactions described in the Financing Documents;

The execution and delivery of the Local Obligation Purchase Contract by the District shall constitute a representation by the District to the School District that the representations, warranties and agreements contained in this Section 2 are true as of the date hereof.

3. Conditions to the Purchase of the Local Obligations by the School District. The obligation of the School District to accept delivery of and pay for the Local Obligations on the Closing Date shall be subject, at the option of the School District, to the accuracy in all material respects of the representations, warranties and agreements on the part of the District contained herein as of the date hereof, to the accuracy in all material respects of the statements of the officers and other officials of the District made in any certificates, or other documents furnished pursuant to the provisions hereof, and to the performance by the District of its obligations to be performed hereunder at or prior to the date hereof and to the following additional conditions:

(a) As of the date hereof, the Financing Documents shall be in full force and effect in the form heretofore submitted to the School District and there shall have been taken in

connection with the issuance of the Local Obligations and with the transactions contemplated thereby and by the Local Obligation Purchase Contract, all such actions as, in the opinion of Stradling Yocca Carlson & Rauth, a Professional Corporation ("Bond Counsel"), shall be necessary and appropriate;

(b) As of the date hereof, the Financing Documents shall not have been amended, modified or supplemented, except as may have been agreed to by the School District;

(c) At or prior to the date hereof, the School District and the Fiscal Agent shall have received the following documents, in each case satisfactory in form and substance to the School District:

(1) An executed copy of each of the Financing Documents;

(2) An unqualified approving opinion of Bond Counsel, dated the Closing Date and addressed to the District, as to the validity of the Local Obligations;

(3) An opinion of the District Counsel, dated the Closing Date and addressed to the District and the School District, in form and substance acceptable to Bond Counsel and the School District; and

(4) Such additional legal opinions, certificates, proceedings, instruments and other documents as the School District or Bond Counsel may reasonably request to evidence compliance by the District with legal requirements, the truth and accuracy of the representations of the District contained herein, and the due performance or satisfaction by the District at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the District.

If the District shall be unable to satisfy the conditions set forth hereunder, the Local Obligation Purchase Contract shall terminate and neither the School District nor the District shall have any further obligation hereunder.

4. Expenses. All expenses and costs of the District and the School District incident to the authorization, issuance and sale of the Local Obligations and the 2021 Certificates, including fees and expenses of consultants, the Fiscal Agent, the 2021 Certificates Trustee, the escrow agent for the School District's 2012 Certificates of Participation, Bond Counsel and counsel for the District and the fees and expenses incurred by the School District in connection with the execution and delivery of the 2021 Certificates shall be paid by the District and the District agrees that it will pay, from the proceeds of the Local Obligations.

5. Notices. Any notice or other communication to be given to the District under the Local Obligation Purchase Contract may be given by delivering the same in writing at the District's address set forth above, Attention: Superintendent. The approval of the School District when required hereunder or the determination of their satisfaction as to any document referred to herein shall be in writing signed by the School District and delivered to the District.

6. Parties In Interest; Governing Law. The Local Obligation Purchase Contract is made solely for the benefit of the District, the School District, the Fiscal Agent and the

2021 Certificates Trustee and no other persons, partnership, association or corporation shall acquire or have any right hereunder or by virtue hereof. The Local Obligation Purchase Contract shall be governed by the laws of the State of California.

7. Pledge; Assignment. The District hereby approves the pledge and assignment of all of the School District's right, title and interest in the Local Obligations to the 2021 Certificates Trustee for the benefit of the Owners of the 2021 Certificates.

8. Limitation on Liability. The School District shall incur no liability hereunder or by reason hereof or arising out of the transactions contemplated hereby, and shall be under no obligation to purchase the Local Obligations hereunder, except from proceeds of the 2021 Certificates available therefor held by the 2021 Certificates Trustee. The District shall incur no liability hereunder or by reason hereof or arising out of the transactions contemplated hereunder, except as otherwise provided in Sections 4 and 5 hereof, or be obligated to make any payments with respect to the Local Obligations, except from amounts pledged to the payment of the Local Obligations pursuant to the terms thereof.

9. Counterparts. The Local Obligation Purchase Contract may be signed in two or more counterparts; all such counterparts, when signed by all parties, shall constitute but one single agreement.

COMMUNITY FACILITIES DISTRICT NO. 3 OF THE SAN YSIDRO SCHOOL DISTRICT

By _____
Superintendent of the San Ysidro School District, acting on behalf of Community Facilities District No. 3 of the San Ysidro School District

ACCEPTED AND AGREED TO:

SAN YSIDRO SCHOOL DISTRICT

By _____
Superintendent

Exhibit A

LOCAL OBLIGATIONS MATURITY SCHEDULE AND REDEMPTION PROVISIONS

CFD No. 3 Local Obligations Maturity Schedule

$_____ Serial Bonds

Maturity Date September 1	Principal Amount	Interest Rate	Yield

Local Obligation Redemption Provisions

(a) Optional Redemption. The Local Obligations maturing on or after September 1, 20__ may be redeemed, at the option of the District, from any source of funds on any date on or after September 1, 20__, in whole, or in part from such maturities as are selected by the District and by lot within a maturity, at a redemption price equal to the principal amount to be redeemed, together with accrued interest to the date of redemption.

[Remainder of page intentionally left blank]

RECORDING REQUESTED BY:
San Ysidro School District

AND WHEN RECORDED MAIL TO:
Stradling Yocca Carlson & Rauth
660 Newport Center Drive, Suite 1600
Newport Beach, California 92660
Attn: Robert J. Whalen, Esq.

[Space above for Recorder's use.]

THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11921 OF THE CALIFORNIA REVENUE AND TAXATION CODE. THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTIONS 27383 AND 27388.1(a)(2)(D) OF THE CALIFORNIA GOVERNMENT CODE.

ASSIGNMENT AGREEMENT

by and between

SAN YSIDRO SCHOOLS PUBLIC FINANCING CORPORATION

and

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

Dated as of _____ 1, 2021

Relating to

$_____
SAN YSIDRO SCHOOL DISTRICT
2021 CERTIFICATES OF PARTICIPATION

ASSIGNMENT AGREEMENT

This ASSIGNMENT AGREEMENT is executed and entered into as of _____ 1, 2021 by the SAN YSIDRO SCHOOLS PUBLIC FINANCING CORPORATION, a nonprofit public benefit corporation duly organized and existing under and by virtue of the laws of the State of California, including without limitation, Sections 5110 *et seq*. of the Corporations Code of the State of California (the "Corporation"), and U.S. BANK NATIONAL ASSOCIATION, a national banking association duly organized and existing under and by virtue of the laws of the United States of America, as trustee under the Trust Agreement (defined below) (the "Trustee");

W I T N E S S E T H :

WHEREAS, the Corporation and the San Ysidro School District, a school district duly organized and existing under and by virtue of the Constitution and laws of the State of California (the "District"), have executed and entered into a Site Lease (the "Site Lease") and a Lease Agreement (the "Lease"), each dated as of the date hereof and being recorded concurrently herewith, whereby respectively, the District has agreed to lease certain real property of the District described in Exhibit A to the Site Lease and in Exhibit A hereto (the "Real Property") and any facilities and improvements located thereon now or in the future (together with the Real Property, the "Property"), to the Corporation and the Corporation has agreed to lease back such Property to the District, as provided in the Lease; and

WHEREAS, under and pursuant to the Lease, the District is obligated to make Lease Payments, as defined therein, to the Corporation for the lease of the Property; and

WHEREAS, the Corporation desires to assign to the Trustee irrevocably and absolutely, without recourse, all its rights to receive the Lease Payments scheduled to be paid by the District under and pursuant to the Lease and certain of its other rights under the Lease as described herein; and

WHEREAS, the Corporation desires to assign to the Trustee irrevocably and absolutely, without recourse, all of its rights to, under and pursuant to the Site Lease to the Trustee; and

WHEREAS, in consideration of such irrevocable and absolute assignment and the execution and entering into of a Trust Agreement (the "Trust Agreement") to be executed and entered into as of the date hereof, by and among the Trustee, the Corporation and the District, the Trustee has agreed to execute and deliver certificates of participation designated San Ysidro School District 2021 Certificates of Participation (the "Certificates") in an aggregate principal amount equal to the aggregate principal components of such Lease Payments; and

WHEREAS, the Corporation has determined that all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and entering into of this Assignment Agreement (the "Assignment Agreement") do exist, have happened and have been performed in regular and due time, form and manner as required by law and the parties hereto are now duly authorized to execute and enter into the Assignment Agreement;

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND OF THE MUTUAL AGREEMENTS AND COVENANTS CONTAINED HEREIN AND FOR OTHER VALUABLE CONSIDERATION, THE PARTIES HERETO DO HEREBY AGREE AS FOLLOWS:

Section 1. Assignment.

(a) Site Lease. The Corporation hereby irrevocably and absolutely transfers, assigns and sets over to the Trustee, for the benefit of the Owners (as defined in the Trust Agreement) of the Certificates and any Additional Certificates executed and delivered under the Trust Agreement, all of the Corporation's rights, title, and interest, but none of its obligations, under the Site Lease.

(b) Lease. The Corporation hereby irrevocably and absolutely transfers, assigns and sets over to the Trustee, for the benefit of the Owners of the Certificates and any Additional Certificates executed and delivered under the Trust Agreement, all of the Corporation's rights, title and interest under the Lease (excepting only the Corporation's rights under Sections 2.1(e), 4.11 and 9.4 of the Lease, and the Corporation's rights to give consents and approvals prior to an event of default under the Lease), including, without limitation, (1) the right to receive and collect all of the Lease Payments, Additional Payments, Prepayments, and Reserve Replenishment Rent (as such terms are defined in the Trust Agreement) from the District under the Lease, (2) the right to receive and collect any proceeds of any insurance maintained under the Lease, or any condemnation award rendered with respect to the Property, or of any lease of the Property in the event of a default by the District under the Lease, (3) the right to take all actions and give all consents under Section 9.2 (regarding defaults) of the Lease, (4) the right to exercise such rights and remedies conferred on the Corporation pursuant to the Lease as may be necessary or convenient (i) to enforce payment of the Lease Payments, Additional Payments, Prepayments, and Reserve Replenishment Rent and any other amounts required to be deposited in the Lease Payment Fund, the Prepayment Fund, the Reserve Fund or the Net Proceeds Fund established under the Trust Agreement, or (ii) otherwise to protect the interests of the Corporation in the event of a default by the District under the Lease, and (5) the right of the Corporation to be paid its fees and expenses for repossessing and/or re-leasing the Property upon events of default under the Lease, as provided in Section 9.2 (a) and (b) of the Lease.

(c) Assignment for Owners of Certificates and Additional Certificates. All rights assigned by the Corporation shall be administered by the Trustee as assignee thereof according to the provisions of the Trust Agreement and for the equal and proportionate benefits of the Owners of the Certificates and any Additional Certificates.

Section 2. Acceptance. The Trustee hereby accepts the foregoing assignment for the benefit of the Owners of the Certificates and any Additional Certificates, subject to the conditions and terms of the Trust Agreement, and all such Lease Payments, Prepayments, Reserve Replenishment Rent and other amounts assigned hereunder shall be applied and all such rights so assigned shall be exercised by the Trustee under and pursuant to the Trust Agreement.

Section 3. Conditions. This Assignment Agreement shall confer no rights and shall impose no obligations upon the Trustee beyond those expressly provided in the Trust Agreement. The Trustee does not warrant the accuracy of the recitals hereto. The Trustee shall not be responsible for any representations, covenants or warranties of the Corporation. The assignment hereunder is to the Trustee solely in its capacity as Trustee under the Trust Agreement and not in its individual or personal capacity. The Trustee is not responsible for any representations, warranties or covenants made by the Corporation under the Lease or the Site Lease.

Section 4. Specific Amendment. Notwithstanding anything herein to the contrary, each time that there is a substitution or release of all or a portion of the Property in accordance with Section 7.12 of the Lease, the parties hereto shall enter into an amendment hereto such that the description of

the Property described in Exhibit A hereto shall match the corresponding revised description in the Lease.

Section 5. No Other Claims. The Corporation hereby represents and warrants that there are no present and outstanding claims on Lease Payments or any other moneys assigned by the Corporation to the Trustee hereunder.

Section 6. Counterparts. This Assignment Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 7. Applicable Law. This Assignment Agreement shall be governed by and construed in accordance with the laws of the State of California.

Section 8. Third Party Beneficiary. _____, as insurer of the Certificates, is a third party beneficiary of this Assignment Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have executed and entered into the Assignment Agreement by their officers thereunto duly authorized as of the day and year first above written.

SAN YSIDRO SCHOOLS PUBLIC FINANCING CORPORATION

By: _____
President

[SIGNATURES CONTINUED ON NEXT PAGE.]

[SIGNATURE PAGE CONTINUED.]

Accepted by:

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By: _____
Authorized Officer

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN DIEGO)

On _____ before me, _____, Notary Public,

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

_____
SIGNATURE OF NOTARY PUBLIC

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On _____ before me, _____, Notary Public,

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

_____
SIGNATURE OF NOTARY PUBLIC

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

THAT REAL PROPERTY IN THE CITY OF _____, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

APN: _____

END OF LEGAL DESCRIPTION

$[PAR AMOUNT]
2021 REFUNDING CERTIFICATES OF PARTICIPATION
Evidencing the Fractional Interests of the
Owners Thereof in Lease Payments to be Made by the
SAN YSIDRO SCHOOL DISTRICT
(San Diego County, California)

CERTIFICATE PURCHASE AGREEMENT

[DATE], 2021

San Ysidro School District
4350 Otay Mesa Road
San Ysidro, California 92173

Ladies and Gentlemen:

The undersigned, Stifel, Nicolaus & Company, Incorporated (the "Underwriter"), acting on its own behalf and not as the District's (as defined herein) fiduciary or agent, offers to enter into this Certificate Purchase Agreement (the "Purchase Agreement") with the San Ysidro School District (the "District"), which, upon the District's acceptance hereof, will be binding upon the District and the Underwriter. The agreement of the Underwriter to purchase the Certificates (as hereinafter defined) is contingent upon the District purchasing the Community Facilities District No. 3 of the San Ysidro School District 2021 Special Tax Bonds (the "CFD No. 3 Bonds"). This offer is made subject to the written acceptance of this Purchase Agreement by the District and delivery of such acceptance to the Underwriter at or prior to 11:59 p.m., California time, on the date hereof. All terms used herein and not otherwise defined herein shall have the respective meanings assigned thereto in the hereinafter defined Trust Agreement.

Section 1. Purchase and Sale of the Certificates. Upon the terms and conditions and in reliance upon the representations, warranties and agreements herein set forth, the Underwriter hereby agrees to purchase from the District for reoffering to the public, and the District hereby agrees to sell to the Underwriter for such purpose, all (but not less than all) of $[PAR AMOUNT] aggregate principal amount of the District's 2021 Refunding Certificates of Participation (the "Certificates"). The Underwriter shall purchase the Certificates at a price of $[PURCHASE PRICE] (which is equal to the principal amount of the Certificates of $[PAR AMOUNT], [plus [net] original issue premium of $[OIP]], and less Underwriter's discount of $[UNDERWRITER'S DISCOUNT]). From such purchase price of the Certificates, the District hereby instructs the Underwriter to wire on the Closing Date (as defined herein) a portion of the purchase price equal to $[POLICY PREMIUM] in immediately available funds to [BOND INSURER] (the "Insurer"), which amount represents the premium and fees for the Policy and the Reserve Policy (each as defined below).

The District acknowledges that the Underwriter is entering into this Purchase Agreement in reliance on the representations and agreements made by the Authority herein and by CFD No. 3 in the Local Obligation Purchase Agreement (as defined herein), and the District shall take all action necessary to enforce its rights hereunder for the benefit of the Underwriter and shall

immediately notify the Underwriter if it becomes aware that any representation or agreement made by the District herein is incorrect in any material respect.

Inasmuch as this purchase and sale represents a negotiated transaction, the District acknowledges and agrees that: (i) the transaction contemplated by this Purchase Agreement is an arm's-length commercial transaction by and between the District and the Underwriter, in which the Underwriter is acting solely as a principal and is not acting as a municipal advisor, financial advisor or fiduciary to the District; (ii) the Underwriter has not assumed a financial advisor or fiduciary responsibility to the District with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto, irrespective of whether or not the Underwriter or an affiliate of the Underwriter has provided other services or is currently providing other services to the District on other matters; (iii) the Underwriter is acting solely in its capacity as an underwriter for its own account; (iv) the only obligation the Underwriter has to the District with respect to the transaction contemplated hereby expressly are set forth in this Purchase Agreement; and (v) the District has consulted with its own legal, accounting, tax, financial and other advisors to the extent it deemed appropriate in connection with the offering of the Certificates. The District acknowledges that it has previously provided the Underwriter with an acknowledgement of receipt of the required Underwriter's disclosure under Rule G-17 of the Municipal Securities Rulemaking Board ("MSRB").

Section 2. The Certificates. The Certificates are being executed and delivered pursuant to a Trust Agreement, dated as of _____ 1, 2021 (the "Trust Agreement"), by and among U.S. Bank National Association, as trustee (the "Trustee"), the San Ysidro Schools Public Finance Corporation (the "Corporation") and the District to acquire and purchase the CFD No. 3 Bonds. Pursuant to a Site Lease, dated as of _____ 1, 2021 (the "Site Lease"), the District will lease certain property owned by the District as more particularly described therein (the "Property"), to the Corporation, and will lease the Property back from the Corporation pursuant to a Lease Agreement, dated as of _____ 1, 2021 (the "Lease"), by and between the Corporation and the District. The Certificates evidence fractional interests in Lease Payments to be made by the District, as lessee under the Lease. Pursuant to an Assignment Agreement, dated as of _____ 1, 2021 (the "Assignment Agreement"), by and between the Corporation and the Trustee, the Corporation will assign to the Trustee, for the benefit of the Owners of the Certificates, substantially all of its rights under the Site Lease and under the Lease. The Certificates shall conform in all respects to the terms and provisions set forth in the Trust Agreement and in this Purchase Agreement, including as set forth in Appendix A hereto. The Certificates shall be dated the date of their delivery, shall have interest payment dates of March 1 and September 1, commencing March 1, 2021 (the "Interest Payment Dates"), shall mature on September 1 in each of the years, and shall evidence and represent principal components of Lease Payments in the principal amounts, with interest components with respect thereto calculated at the rates, all as shown in Appendix A. The Certificates shall initially be in authorized denominations of $5,000 principal amount or any integral multiple thereof. The Certificates shall be subject to optional, special mandatory and mandatory sinking fund prepayment on the terms and at the times shown in Appendix A hereto and in the Trust Agreement.

Payment of the principal and interest with respect to the Certificates when due shall be insured by a municipal bond insurance policy (the "Policy") to be issued by the Insurer. The District will also obtain and cause to be deposited in the Debt Service Reserve Fund established

by the Trust Agreement a municipal bond debt service reserve insurance policy (the "Reserve Policy") issued by the Insurer (in such capacity, the "Reserve Insurer") in an amount equal to the Reserve Requirement.

The proceeds of the Certificates will be used to purchase the CFD No. 3 Bonds pursuant to the terms of a Local Obligation Purchase Contract dated as of the date hereof (the "Local Obligation Purchase Contract") by and between the District and Community Facilities District No. 3 of the San Ysidro School District ("CFD No. 3"). In order to effect the issuance of the CFD No. 3 Bonds, the legislative body of the District will enter into a Bond Indenture dated as of _____, 2021 (the "Indenture"), by and between the District and U.S. Bank National Association, as fiscal agent thereunder (the "Fiscal Agent"). The proceeds of the CFD No. 3 Bonds will be used to (i) prepay the outstanding San Ysidro School District, 2012 Certificates of Participation (the "2012 Certificates"), (ii) finance the costs of the acquisition, construction and installation of certain capital improvements, (iii) acquire the Policy and the Reserve Policy for the Certificates, and (iv) pay the costs related to the execution and delivery of the Certificates. A portion of the proceeds of the purchase of the CFD No. 3 Bonds will be deposited into an escrow fund (the "Escrow Fund") to be created and maintained by U.S. Bank National Association, as escrow agent (the "Escrow Agent") pursuant to an Escrow Agreement, dated as of _____ 1, 2021 (the "Escrow Agreement") by and between the District and the Escrow Agent. Amounts in the Escrow Fund will be applied to prepay the 2012 Certificates.

The District previously established Community Facilities District No. 1 of the San Ysidro School District ("CFD No. 1"), Community Facilities District No. 2 of the San Ysidro School District ("CFD No. 2") and CFD No. 3 (CFD No. 3, together with CFD No. 1 and CFD No. 2, the "CFDs") pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California (the "Act"). Pursuant to separate elections held in CFD No. 1, CFD No, 2 and CFD No. 3, respectively, CFD No. 1, CFD No. 2 and CFD No. 3 are each authorized to levy and collect special taxes for the purpose of financing certain authorized school facilities as approved at the election within each respective CFD.

The District has previously pledged the special taxes collected from within the CFDs, after the deduction of certain administrative expenses (the "Special Taxes"), to the payment of certain of the District's 2012 Certificates, the District's 2015 Refunding Certificates of Participation (the "2015 Certificates") and the District's 2016 Refunding Certificates of Participation (the "2016 Certificates"), that are payable from the Special Taxes on a parity basis with each other pursuant to certain pledge agreements, together with amendments and supplements thereto (as so supplemented and amended, the "Pledge Agreements"), by and between the District and each of the CFDs. In connection with the execution and delivery of the Certificates, the District and each CFD will enter into an amendment and supplement to the applicable Pledge Agreement that will pledge the Special Taxes to the payments of the Certificates on a parity basis with the pledge thereon of the 2015 Certificates and the 2016 Certificates.

The District and the CFDs have also entered into a Special Tax Pooling Agreement, pursuant to which the District and the CFDs agree that the Special Taxes will be transferred to the District and held to make, on a parity basis with the 2015 Certificates and the 2016 Certificates, the payments due on the CFD No. 3 Bonds, which payments shall in turn be used to make the

payments due on the Certificates. Pursuant to the Special Tax Pooling Agreement, the District and the CFDs agree that to the extent Special Taxes are directly used to make the Lease Payments, such payments shall satisfy the obligation of CFD No. 3 to make the corresponding payments on the CFD No. 3 Bonds. Accordingly, the debt service on the CFD No. 3 Bonds has been sized to match the debt service on the Certificates. The Local Obligation Purchase Contract, the Indenture, the Pledge Agreements and the Special Tax Pooling Agreement are hereby collectively referred to as the "CFD Documents". The issuance of the CFD No. 3 Bonds and the execution of the CFD Documents have been duly authorized by CFD No. 3, pursuant to a resolution (the "CFD No. 3 Resolution") adopted by the Governing Board of the District (the "Governing Board"). The execution of the amendments to the Pledge Agreement and the Special Tax Pooling Agreement by CFD No. 1 and CFD No. 2 have been duly authorized by CFD No. 1 and CFD No. 2, respectively, pursuant to two separate resolutions (collectively, the "CFD No. 1 and CFD No. 2 Resolutions", and together with CFD No. 3 Resolution, the "CFD Resolutions") adopted by the Governing Board of the District.

The Certificates shall be in full book-entry form. One fully registered certificate for each maturity of the Certificates will be prepared and delivered as described in Section 7 hereof, registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), and will be made available to the Underwriter for inspection at such place as may be mutually agreed to by the Underwriter and the District, not less than one business day prior to the Closing Date. The Underwriter shall order CUSIP identification numbers and the District shall cause such CUSIP identification numbers to be printed on the Certificates, but neither the failure to print such number on any Certificate nor any error with respect thereto shall constitute cause for a failure or refusal by the Underwriter to accept delivery of and pay for the Certificates in accordance with the terms of this Purchase Agreement.

Section 3. Use of Documents. The District hereby authorizes the Underwriter to use, in connection with the offer and sale of the Certificates, this Purchase Agreement, the Preliminary Official Statement and the Official Statement (each as defined below), the District Resolution (as defined herein), the Site Lease, the Lease Agreement, the Trust Agreement, the Assignment Agreement, the Escrow Agreement, the CFD Documents, the CFD Resolutions and the Continuing Disclosure Certificate (as defined herein), and all information contained herein and therein and all of the documents, certificates or statements furnished by the District to the Underwriter in connection with the transactions contemplated by this Purchase Agreement, except as such other documents shall otherwise provide. The District Resolution, this Purchase Agreement, the Site Lease, the Lease Agreement, the Trust Agreement, Assignment Agreement, the Escrow Agreement, the CFD Documents, the CFD Resolutions, the Continuing Disclosure Certificate, and Official Statement are collectively referred to as the "Legal Documents." The District does not object to distribution of the Preliminary Official Statement and the Official Statement in electronic form.

Section 4. Establishment of Issue Price.

(a) The Underwriter agrees to the District in establishing the issue price of the Certificates and shall execute and deliver to the District at Closing an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Appendix B, with such

modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the District and Special Counsel (as defined herein), to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Certificates. All actions to be taken by the District under this section to establish the issue price of the Certificates may be taken on behalf of the District by the District's municipal advisor, Dale Scott & Company, Inc. (the "Municipal Advisor"), and any notice or report to be provided to the District may be provided to the District's Municipal Advisor.

(b) Except as otherwise set forth in Appendix A attached hereto, the District will treat the first price (meaning single) at which 10% of each maturity of the Certificates (the "10% test") is sold to the public as the issue price of that maturity. At or promptly after the execution of this Purchase Agreement, the Underwriter shall report to the District the price or prices at which it has sold to the public each maturity of Certificates. If at that time the 10% test has not been satisfied as to any maturity of the Certificates, the Underwriter agrees to promptly report to the District the prices at which it sells the unsold Certificates of that maturity to the public. Unless the hold-the-offering-price rule (described below) applies, that reporting obligation shall continue, whether or not the Closing Date (as defined herein) has occurred, until either (i) the Underwriter has sold all Certificates of that maturity or (ii) the 10% test has been satisfied as to the Certificates of that maturity, provided that, the Underwriter's reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the District or Special Counsel. For purposes of this Section, if Certificates mature on the same date but have different interest rates, each separate CUSIP number within that maturity will be treated as a separate maturity of the Certificates.

(c) The Underwriter confirms that it has offered the Certificates to the public on or before the date of this Purchase Agreement at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in Appendix A attached hereto, except as otherwise set forth therein. Appendix A also sets forth, as of the date of this Purchase Agreement, the maturities, if any, of the Certificates for which the Underwriter represents that (i) the 10% test has been satisfied (assuming orders are confirmed by the end of the day immediately following the day of execution of this Purchase Agreement) and (ii) the 10% test has not been satisfied and for which the District and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the District to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the "hold-the-offering-price rule"). So long as the hold-the-offering-price rule remains applicable to any maturity of the Certificates, the Underwriter will neither offer nor sell unsold Certificates of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

(i) the close of the fifth (5^{th}) business day after the sale date; or

(ii) the date on which the Underwriter has sold at least 10% of that maturity of the Certificates to the public at a price that is no higher than the initial offering price to the public.

The Underwriter will advise the District promptly after the close of the fifth (5th) business day after the sale date whether it has sold 10% of that maturity of the Certificates to the public at a price that is no higher than the initial offering price to the public.

(d) The Underwriter confirms that:

(i) any selling group agreement and any third-party distribution agreement relating to the initial sale of the Certificates to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable:

(A) (A) to report the prices at which it sells to the public the unsold Certificates of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Certificates of that maturity allocated to it have been sold or it is notified by the Underwriter that the 10% test has been satisfied as to the Certificates of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter, and (B) to comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter,

(B) to promptly notify the Underwriter of any sales of Certificates that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Certificates to the public (each such term being used as defined below), and

(C) to acknowledge that, unless otherwise advised by the dealer or broker-dealer, the Underwriter shall assume that each order submitted by the dealer or broker-dealer is a sale to the public.

(ii) any selling group agreement relating to the initial sale of the Certificates to the public, together with the related pricing wires, contains or will contain language obligating each dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Certificates to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold Certificates of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Certificates of that maturity allocated to it have been sold or it is notified by the Underwriter or the dealer that the 10% test has been satisfied as to the Certificates of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter or the dealer, and (B) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter or the dealer and as set forth in the related pricing wires.

(e) The District acknowledges that, in making the representations set forth in this section, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Certificates to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Certificates, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Certificates, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a third-party distribution agreement was employed in connection with the initial sale of the Certificates to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Certificates, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Certificates, as set forth in the third-party distribution agreement and the related pricing wires. The District further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Certificates, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Certificates.

(f) The Underwriter acknowledges that sales of any Certificates to any person that is a related party to an underwriter participating in the initial sale of the Certificates to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

(i) "public" means any person other than an underwriter or a related party;

(ii) "underwriter" means (A) any person that agrees pursuant to a written contract with the District (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Certificates to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Certificates to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Certificates to the public);

(iii) a purchaser of any of the Certificates is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other); and

(iv) "sale date" means the date of execution of this Purchase Agreement by all parties.

Section 5. Review of Official Statement. The Underwriter hereby represents that it has received and reviewed the Preliminary Official Statement with respect to the Certificates, dated [DATE], 2021 (the "Preliminary Official Statement"). The District represents that it has duly authorized and caused the preparation and delivery of the Preliminary Official Statement and it has deemed the Preliminary Official Statement to be final, except for either revision or addition of the offering price(s), interest rate(s), yield(s) to maturity, selling compensation, aggregate principal amount, principal amount per maturity, delivery date, rating(s), prepayment provisions and other terms of the Certificates which depend upon the foregoing as provided in and pursuant to Rule l5c2-12 of the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended (the "Rule"), and consents to and ratifies the use and distribution by the Underwriter of the Preliminary Official Statement in connection with the public offering of the Certificates by the Underwriter.

The Underwriter agrees that prior to the time the final Official Statement relating to the Certificates is available, the Underwriter will send to any potential purchaser of the Certificates, upon the request of such potential purchaser, a copy of the most recent Preliminary Official Statement. Such Preliminary Official Statement shall be sent by first-class mail (or other equally prompt means) not later than the first business day following the date upon which each such request is received.

The Underwriter hereby represents that it will provide, consistent with the requirements of MSRB Rule G-32, for the delivery of a copy of the Official Statement to each customer who purchases any Certificates during the underwriting period (as such term is defined in MSRB Rule G-11), and deliver a copy of the Official Statement to the MSRB in electronic format as prescribed by the MSRB on or before the Closing Date, and that it will otherwise comply with all applicable statutes and regulations in connection with the offering and sale of the Certificates, including, without limitation, MSRB Rule G-32 and G-36 and the Rule.

Section 6. Closing Date. At 9:00 a.m., California time, on [CLOSING DATE], 2021, or at such other time or on such other date as shall have been mutually agreed upon by the District and the Underwriter (the "Closing Date"), the District will deliver to the Underwriter, through the facilities of DTC utilizing DTC's FAST delivery system, or as the District and the Underwriter may otherwise mutually agree upon, the Certificates in fully registered book-entry form, duly executed and registered in the name of Cede & Co., as nominee of DTC, and at the offices of Special Counsel, in Newport Beach, California, the other documents hereinafter mentioned; and the Underwriter will accept such delivery and pay the purchase price thereof in immediately available funds by wire transfer to or upon the order of the District.

Section 7. Representations, Warranties and Agreements of the District. The District hereby represents, warrants and agrees with the Underwriter that:

(a) ***Due Organization***. The District is a school district duly organized and validly existing under the laws of the State of California (the "State").

(b) ***Due Authorization***. (i) At or prior to the Closing Date, the District will have taken all action required to be taken by it to authorize the execution and delivery of the Certificates; (ii) the District has full legal right, power and authority to enter into this Purchase Agreement, to authorize and to execute the Legal Documents to which it is a party (the "District Documents"), to purchase the CFD No. 3 Bonds, and to observe and perform the covenants and agreements made in this Purchase Agreement and contained in the Legal Documents to be observed and performed by the District; (iii) the District has duly authorized the execution and delivery of this Purchase Agreement, the District Documents and the Certificates by resolution of the District adopted on January __, 2021 (the "District Resolution"); (iv) the execution and delivery or adoption of, and the performance by the District of the obligations contained in the District Documents have been duly authorized and such authorization shall be in full force and effect at the time of the Closing Date; (v) this Purchase Agreement constitutes a valid and legally binding obligation of the District; (vi) the District has duly authorized the consummation by it of all transactions contemplated by this Purchase Agreement; (vii) the District has duly adopted the District Resolution in accordance with the laws of the State; and (viii) the District Resolution is in full force and effect and has not been amended, modified or rescinded.

(c) ***Consents***. No consent, approval, authorization, order, filing, registration, qualification, election or referendum, of or by any court or governmental agency or public body whatsoever is required in connection with the execution, delivery or sale of the Certificates or the consummation of the other transactions effected or contemplated herein or hereby, except for such actions as may be necessary to qualify the Certificates for offer and sale under the Blue Sky or other securities laws and regulations of such states and jurisdictions of the United States as the Underwriter may reasonably request, or which have not been taken or obtained; provided, however, that the District shall not be required to subject itself to service of process in any jurisdiction in which it is not so subject as of the date hereof.

(d) ***Internal Revenue Code***. The District has complied with the Internal Revenue Code of 1986, as amended, with respect to the Certificates, and the District shall not knowingly take or omit to take any action that, under existing law, may adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Certificates, or the exemption from California personal income tax of the interest on the Certificates.

(e) ***No Conflicts***. To the best knowledge of the District, the execution of the Certificates, and the execution, delivery and performance of the District Documents and the Certificates, and the compliance with the provisions hereof and thereof do not conflict with or constitute on the part of the District a violation of or default under, the Constitution of the State or any existing law, charter, ordinance, regulation, decree, order or resolution and do not conflict with or result in a violation or breach of, or constitute a default under, any agreement, indenture, mortgage, lease or other instrument to which the District is a party or by which it is bound or to which it is subject.

(f) ***Litigation***. There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, or public board or body pending, or to the knowledge of the District, threatened, in any way affecting the existence of the District or the titles of its officers executing any of the District Documents to their respective offices or seeking to restrain or to enjoin the execution, sale or delivery of the Certificates or the CFD No. 3 Bonds, the application of the proceeds thereof in accordance with the Trust Agreement, or in any way questions the formation or existence of the CFDs, or in any way contesting or affecting the validity or enforceability of the Certificates, the District Resolution, the Legal Documents, any other applicable agreements necessary for the delivery of the Certificates, the CFD No. 3 Bonds, this Purchase Agreement, or any action of the District or any of the CFDs contemplated by any of said documents, or contests the powers of the District or any of the CFDs, or their respective authority, to levy and collect the Special Taxes in the CFDs, or in any way contesting the completeness or accuracy of the Official Statement or the powers of the District or its authority with respect to the Certificates, the District Resolution, the Legal Documents, any other applicable agreement necessary for the delivery of the Certificates, the CFD No. 3 Bonds, this Purchase Agreement or any action of the District contemplated by any of said documents, or in any way seeking to enjoin or restrain the District from occupying and using the Property, or which would adversely affect the exclusion from gross income for federal income tax purposes of interest due with respect to the Certificates or the exemption of such interest from California personal income taxation, or which if determined adversely to the District would have a material and adverse effect upon the financial condition, assets or properties of the District or would affect its financial ability to make the Lease Payments; nor to the knowledge of the District, is there any basis therefor.

(g) ***No Other Debt***. Between the date hereof and the Closing Date, without the prior written consent of the Underwriter, neither the District directly, nor any other governmental agency or other body on behalf of the District will have issued in the name and on behalf of the District any bonds, notes or other obligations for borrowed money except for such borrowings as may be described in or contemplated by the Official Statement or otherwise consented to in writing by the Underwriter.

(h) ***Certificates***. Any certificates signed by any officer of the District and delivered to the Underwriter shall be deemed a representation and warranty by the District to the Underwriter, but not by the person signing the same, as to the statements made therein.

(i) ***Continuing Disclosure***. At or prior to the Closing Date, the District shall have duly authorized, executed and delivered a Continuing Disclosure Certificate (the "Continuing Disclosure Certificate"). The Continuing Disclosure Certificate shall comply with the provisions of the Rule and be substantially in the form attached to the Preliminary Official Statement and Official Statement in Appendix E. Except as otherwise described in the Preliminary Official Statement and the Official Statement, the District has not failed during the previous five years to comply in all material respects with any previous undertakings in a written continuing disclosure certificate or agreement under the Rule.

(j) ***Official Statement Accurate and Complete***. The Preliminary Official Statement (except for statements and information regarding DTC or its book-entry-only system, the Insurer, the Policy, or the Reserve Policy included therein), at the date thereof, did not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. At the date hereof and on the Closing Date, the Official Statement (except for statements and information regarding DTC or its or its book-entry-only system, the Insurer, the Policy, or the Reserve Policy included therein) did not and will not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. If the Official Statement is supplemented or amended pursuant to paragraph (g) of Section 9 of this Purchase Agreement, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such paragraph) at all times subsequent thereto during the period up to and including the Closing Date, the Official Statement as so supplemented or amended will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which made, not misleading.

(k) ***Authorizations Related to CFDs.*** The Governing Board, as the legislative body of the CFDs, has duly and validly called, held and conducted an election within each CFD to approve the levy of the Special Taxes and the issuance of bonds by the CFDs, including the CFD No. 3 Bonds. The Special Tax has been duly and lawfully authorized and may be levied under the Act. Pursuant to the Act, the Special Tax constitutes a valid and legally binding lien on the properties upon which it has been levied.

(l) ***Required Notices.*** The District has complied with all of the requirements of Section 17150.1(a) of the California Education Code.

(m) ***Underwriter Not Fiduciary.*** Inasmuch as this purchase and sale represents a negotiated transaction, the District understands, and hereby confirms, that the Underwriter is not acting as a fiduciary of the District, but rather is acting solely in its capacity as Underwriter, for its own account.

(n) ***Financial Statements of District***. The financial statements of the District contained in the Preliminary Official Statement and Official Statement fairly present the financial position and results of operations of the District as of the dates and for the periods therein set forth, and, since the date thereof, there has been no material adverse change in the financial position or results of operations of the District. The District is not a party to any litigation or other proceedings pending, or to its best knowledge, threatened, which if decided adversely to the District would have a materially adverse effect on the financial condition of the District.

(o) ***2012 Certificates.*** The District has not entered into any contract or agreement that would limit or restrict the District's ability to refund the 2012 Certificates or enter into this Purchase Agreement for the sale of the Certificates to the Underwriter.

Section 8. Representations and Agreements of the Underwriter. The Underwriter represents to and agrees with the District that, as of the date hereof and as of the Closing Date:

(a) The Underwriter is duly authorized to execute this Purchase Agreement and to take any action under this Purchase Agreement required to be taken of it.

(b) The Underwriter is in compliance with MSRB Rule G-37 with respect to the District, and is not prohibited thereby from acting as underwriter with respect to securities of the District.

(c) The Underwriter has not paid or agreed to pay, nor will it pay or agree to pay, any entity, company, firm, or person (including, but not limited to any officer, agent or employee of the District), other than a bona fide officer, agent or employee working for the Underwriter, any compensation, fee, gift or other consideration contingent upon or resulting from the award of or entering into this Purchase Agreement.

(d) By entering into this Purchase Agreement, the Underwriter certifies that it and its parent company, wholly or majority-owned subsidiaries, and other affiliates, if any, are not currently engaged in, or for the duration of this Purchase Agreement will not engage in, a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel. The Underwriter understands that "boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations, but does not include an action made for ordinary business purposes.

(e) The Underwriter has, and has had, no financial advisory relationship with the District with respect to the Certificates, as such term is defined in MSRB Rule G-23 and California Government Code Section 53590(c), and no investment firm controlling, controlled by or under common control with the Underwriter has or has had any such financial advisory relationship.

Section 9. Covenants of the District. The District covenants and agrees with the Underwriter that:

(a) ***Securities Laws***. The District will furnish such information, execute such instruments, and take such other action in cooperation with the Underwriter if and as the Underwriter may reasonably request, at the Underwriter's cost and expense, in order to qualify the Certificates for offer and sale under the Blue Sky or other securities laws and regulations or such states and jurisdictions; provided, however, that the District shall not be required to consent to service of process in any jurisdiction in which they are not so subject as of the date hereof.

(b) ***Application of Proceeds***. The District will apply the proceeds from the sale of the Certificates for the purposes specified in the Trust Agreement.

(c) ***Official Statement***. The District hereby agrees to deliver or cause to be delivered to the Underwriter, not later than the seventh business day following the date this

Purchase Agreement is signed, copies of a final Official Statement substantially in the form of the Preliminary Official Statement, with only such changes therein as shall have been accepted by the Underwriter and the District (such Official Statement with such changes, if any, and including the cover page and all appendices, exhibits, maps, reports and statements included therein or attached thereto being herein called the "Official Statement") in such quantities as may be requested by the Underwriter, in order to permit the Underwriter to comply with paragraph (b)(4) of the Rule and with the rules of the MSRB. The District hereby authorizes the Underwriter to use and distribute the Official Statement in connection with the offering and sale of the Certificates.

(d) ***Subsequent Events***. The District hereby agrees to notify the Underwriter of any event or occurrence that may affect in any material respect the accuracy or completeness of any information set forth in the Official Statement relating to the District until the date which is 25 days following the End of the Underwriting Period (as defined below).

(e) ***Filings***. The District authorizes the Underwriter to file, to the extent required by the applicable rules promulgated by the Securities and Exchange Commission or the MSRB, and the Underwriter agrees to file or cause to be filed, the Official Statement with (i) the MSRB or its designee (including the MSRB's Electronic Municipal Market Access system); or (ii) other repositories approved from time to time by the Securities and Exchange Commission (either in addition to or in lieu of the filing referred to above). If an amended Official Statement is prepared in accordance with Section 10(g) of this Purchase Agreement, and if required by an applicable Securities and Exchange Commission Rule or MSRB rule, the Underwriter also shall make the required filings of the amended Official Statement.

(f) ***References***. References herein to the Preliminary Official Statement and the final Official Statement include the cover page and all appendices, exhibits, maps, reports and statements included therein or attached thereto.

(g) ***Amendments to the Official Statement***. During the period ending on the twenty-fifth day after the End of the Underwriting Period (or such other period as may be agreed to by the District and the Underwriter), the District (i) shall not supplement or amend the Official Statement or cause the Official Statement to be supplemented or amended without the prior written consent of the Underwriter, provided that the Underwriter may not unreasonably withhold such approval and that the Underwriter may not object to such amendments or supplements if they result in a correction of the Official Statement and (ii) shall notify the Underwriter promptly if any event shall occur, or information comes to the attention of the District, that is reasonably likely to cause the Official Statement (whether or not previously supplemented or amended) to contain any untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. If, in the opinion of the Underwriter, such event requires the preparation and distribution of a supplement or amendment to the Official Statement, the District shall prepare and furnish to the Underwriter, at the District's expense, such number of copies of the supplement or amendment to the Official Statement, in form and substance mutually

agreed upon by the District and the Underwriter, as the Underwriter may reasonably request. If such notification shall be given subsequent to the Closing Date, the District also shall furnish, or cause to be furnished, such additional legal opinions, certificates, instruments and other documents as the Underwriter may reasonably deem necessary to evidence the truth and accuracy of any such supplement or amendment to the Official Statement.

For purposes of this Agreement, the "End of the Underwriting Period" is used as defined in the Rule and shall occur on the later of (A) the Closing Date; or (B) when the Underwriter no longer retains an unsold balance of the Certificates; unless otherwise advised in writing by the Underwriter on or prior to the Closing Date, or otherwise agreed to by the District and the Underwriter, the District may assume that the End of the Underwriting Period is the Closing Date.

Section 10. Conditions to Closing Date. The Underwriter has entered into this Purchase Agreement in reliance upon the representations and warranties of the District contained herein and the performance by the District of its obligations hereunder, both as of the date hereof and as of the Closing Date. The Underwriter's obligations under this Purchase Agreement are, and shall be subject at the option of the Underwriter, to the following further conditions at the Closing Date:

(a) ***Representations True***. The representations and warranties of the District contained herein shall be true, complete and correct in all material respects at the date hereof and at and as of the Closing Date, as if made at and as of the Closing Date, and the statements made in all certificates and other documents delivered to the Underwriter at the Closing Date pursuant hereto shall be true, complete and correct in all material respects on the Closing Date; and the District shall be in compliance with each of the agreements made by it in this Purchase Agreement.

(b) ***Obligations Performed***. At the time of the Closing Date, (i) the Official Statement, the Legal Documents, the CFD No. 3 Bonds, the District Resolution, the CFD Resolutions and the Corporation Resolution (as hereinafter defined) shall be in full force and effect and shall not have been amended, modified or supplemented except as may have been agreed to in writing by the Underwriter; (ii) all actions under California law which, in the opinion of Special Counsel, shall be necessary in connection with the transactions contemplated hereby, shall have been duly taken and shall be in full force and effect; and (iii) the District shall perform or have performed all of its obligations required under or specified in the Legal Documents or the Official Statement to be performed at or prior to the Closing Date.

(c) ***Adverse Rulings***. No decision, ruling or finding shall have been entered by any court or governmental authority since the date of this Purchase Agreement (and not reversed on appeal or otherwise set aside), or to the best knowledge of the District, pending or threatened which has any of the effects described in Section 7(f) hereof or contesting in any way the completeness or accuracy of the Official Statement.

(d) ***Official Statement.*** The information contained in the Official Statement (other than statements pertaining to DTC or the book entry system or any information

provided by the Underwriter, as to which no view is expressed), will be, as of the Closing Date and as of the date of any supplement or amendment thereto pursuant hereto, true and correct in all material respects and will not, as of the Closing Date or as of the date of any supplement or amendment thereto, contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading

(e) ***Marketability***. Between the date hereof and the Closing Date, the market price or marketability or the ability of the Underwriter to enforce contracts for the sale of the Certificates, at the initial offering prices set forth in the Official Statement, shall not have been materially adversely affected, in the reasonable judgment of the Underwriter (evidenced by a written notice to the District terminating the obligation of the Underwriter to accept delivery of and pay for the Certificates), by reason of any of the following:

(i) legislation enacted or introduced in the Congress or recommended for passage by the President of the United States, or a decision rendered by a court established under Article III of the Constitution of the United States or by the United States Tax Court, or an order, ruling, regulation (final, temporary or proposed) or official statement issued or made or proposed to be made:

(A) by or on behalf of the United States Treasury Department, or by or on behalf of the Internal Revenue Service, with the purpose or effect, directly or indirectly (except as described in the Official Statement), of causing the inclusion in gross income for purposes of federal income taxation of the interest received by the owners of the Certificates; or

(B) by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction over the subject matter thereof, to the effect that the Certificates or the CFD No. 3 Bonds, or obligations of the general character of the Certificates or the CFD No. 3 Bonds, including any and all underlying arrangements, are not exempt from registration under the Securities Act of 1933, as amended, or that the Trust Agreement or the Local Obligations Documents are not exempt from qualification under or other requirements of the Trust Indenture Act of 1939, as amended, or that the issuance, offering or sale of obligations of the general character of the Certificates or the CFD No. 3 Bonds, including any or all underlying arrangements, as contemplated hereby or by the Official Statement or otherwise, would be in violation of any provision of the federal securities laws;

(ii) legislation enacted by the legislature of the State, or a decision rendered by a court of the State, or a ruling, order or regulation (final or temporary) made by State authority, which would have the effect of changing, directly or indirectly, the State tax consequences of interest on obligations of the general character of the Certificates in the hands of the holders thereof;

(iii) there shall have occurred (1) an outbreak or escalation of hostilities or the declaration by the United States of a national emergency or war or (2) any other calamity or crisis in the financial markets of the United States or elsewhere or the escalation of such calamity or crisis;

(iv) a general suspension of trading on the New York Stock Exchange or other major exchange shall be in force, or minimum or maximum prices for trading shall have been fixed and be in force, or maximum ranges for prices for securities shall have been required and be in force on any such exchange, whether by virtue of determination by that exchange or by order of the Securities and Exchange Commission or any other governmental authority having jurisdiction;

(v) the declaration of a general banking moratorium by federal, New York or State authorities having jurisdiction, or the imposition by the New York Stock Exchange, other national securities exchange, or any governmental authority, of any material restrictions not now in force with respect to the Certificates, or obligations of the general character of the Certificates, or securities generally, or the material increase of any such restrictions now in force, including those relating to the extension of credit by, or the charge to the net capital requirements of, the Underwriter;

(vi) the imposition by the New York Stock Exchange, other national securities exchange, or any governmental authority, of any material restrictions not now in force with respect to the Certificates, or obligations of the general character of the Certificates, or securities generally, or the material increase of any such restrictions now in force, including those relating to the extension of credit by, or the charge to the net capital requirements of, the Underwriter;

(vii) any underlying rating of the District's outstanding indebtedness is withdrawn or downgraded or placed on credit watch by a national rating agency;

(viii) a suspension by the Securities and Exchange Commission of trading of any outstanding securities of the District;

(ix) any amendment shall have been made to the federal or State Constitution or action by any federal or State court, legislative body, regulatory body, or other authority materially adversely affecting the tax status of the District's securities (or interest thereon) or the validity or enforceability of any of the Legal Documents;

(x) any event occurring, or information becoming known which, in the reasonable judgment of the Underwriter, makes untrue in any material adverse respect any statement or information contained in the Official Statement, or has the effect that the Official Statement contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading and, in either such event, the District refuses to permit the

Official Statement to be supplemented to supply such statement or information, or the effect of the Official Statement as so supplemented is to materially adversely affect the market price or marketability of the Certificates or the ability of the Underwriter to enforce contracts for the sale of the Certificates;

(xi) there shall have occurred any materially adverse change in the affairs or financial condition of the District or the CFDs; or

(xii) a material disruption in securities settlement, payment or clearance services affecting the Certificates shall have occurred.

(f) ***Delivery of Documents***. At or prior to the Closing Date, the Underwriter shall receive sufficient copies of the following documents in each case dated as of the Closing Date and satisfactory in form and substance to the Underwriter:

(i) *Opinions*.

(A) *Opinion of Special Counsel*. (I) An approving opinion of Special Counsel, as to the validity and tax-exempt status of the Certificates, dated the Closing Date, addressed to the District, in substantially the form set forth in Appendix D of the Preliminary Official Statement and the Official Statement and (II) a reliance letter from Special Counsel to the effect that the Underwriter and the Insurer may rely upon such approving opinion of Special Counsel.

(B) *Defeasance Opinion of Special Counsel.* A defeasance opinion of Special Counsel, addressed to the District and the Underwriter, with respect to the effective defeasance of the 2012 Certificates, and including therein an opinion that the Escrow Agreement has been duly authorized and delivered by the District and, assuming due authorization, execution and delivery by the Escrow Agent, is a valid and binding agreement of the District.

(C) *Supplemental Opinion of Special Counsel*. A supplemental opinion of Special Counsel in form and substance satisfactory to the Underwriter, dated the Closing Date and addressed to the Underwriter, to the effect that:

(1) the description of the Certificates and the security for the Certificates and statements in the Official Statement on the cover page thereof and under the captions "INTRODUCTION," "THE CERTIFICATES," "SECURITY AND SOURCES OF PAYMENT OF THE CERTIFICATES," "CONTINUING DISCLOSURE," "TAX MATTERS" and "APPENDIX A—SUMMARY OF PRINCIPAL LEGAL DOCUMENTS," to the extent they purport to summarize certain provisions of the Certificates, Legal Documents and the form and content of Special Counsel's approving opinion with respect to the treatment of interest with respect to the

Certificates under State or federal law, fairly and accurately summarize the matters purported to be summarized therein; provided that Special Counsel need not express any opinion with respect to (i) any information contained in Appendices B, C, E, G, H or I to the Official Statement, (ii) financial or statistical data or forecasts, numbers, charts, estimates, projections, assumptions or expressions of opinion contained in the Official Statement, including in any of the appendices thereto, (iii) information with respect to The Depository Trust Company or its book-entry only system included therein, (iv) any CUSIP numbers or information relating thereto, (v) the District's compliance with its obligations to file annual reports or provide notice of the events described in Rule 15c2-12 promulgated under the Securities Act of 1934, (vi) any information with respect to the Underwriter or underwriting matters with respect to the Certificates, including but not limited to information under the caption "UNDERWRITING," (vii) any information with respect to the ratings on the Certificates and the rating agencies referenced therein, including but not limited to information under the caption "RATINGS," or (viii) any information concerning the Insurer, the Policy or the Reserve Policy;

(2) assuming due authorization, execution and delivery by the other parties thereto, the District Documents and this Purchase Agreement have each been duly authorized, executed and delivered by the District and constitute legal, valid and binding agreements of the District, enforceable in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or other laws relating to or affecting generally the enforcement of creditors' rights and except as their enforcement may be subject to the application of equitable principles and the exercise of judicial discretion in appropriate cases if equitable remedies are sought and by the limitations on legal remedies against public agencies in the State, except that no opinion need be expressed with respect to the adequacy of the Continuing Disclosure Certificate for purposes of the Rule;

(3) the Certificates are exempt from registration pursuant to the Securities Act of 1933, as amended, and the Trust Agreement is exempt from qualification as an indenture pursuant to the Trust Indenture Act of 1939, as amended; and

(D) *Disclosure Counsel Letter*. A letter from Stradling Yocca Carlson & Rauth, dated the date of Closing and addressed to the District and the Underwriter, substantially to the effect that based on such counsel's participation in conferences with representatives of the Underwriter, the

District, the CFDs, the District's financial advisor, and others, during which conferences the contents of the Official Statement and related matters were discussed, and in reliance thereon and on the records, documents, certificates and opinions described therein, such counsel advises the District and the Underwriter, as a matter of fact and not opinion, that during the course of its engagement as Disclosure Counsel no information came to the attention of such counsel's attorneys rendering legal services in connection with such representation which caused such counsel to believe that the Official Statement as of its date contained any untrue statement of a material fact or omitted to state any material fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading (provided that such counsel need not express any opinion with respect to (i) any information contained in Appendices B, C, E, G, H or I to the Official Statement, (ii) financial or statistical data or forecasts, numbers, charts, estimates, projections, assumptions or expressions of opinion contained in the Official Statement, including in any of the appendices thereto, (iii) information with respect to The Depository Trust Company or its book-entry only system included therein, (iv) any CUSIP numbers or information relating thereto, (v) any information with respect to the Underwriter or underwriting matters with respect to the Bonds, including but not limited to information under the caption "UNDERWRITING," (vi) any information with respect to the ratings on the Bonds and the rating agencies referenced therein, including but not limited to information under the caption "RATINGS," (vii) information with respect to compliance by the District with respect to its obligation to provide notice of the events described in part (b)(5)(i)(C) of the Rule or to file annual reports described in part (b)(5)(i)(A) of the Rule, and (viii) any information concerning the Insurer, the Policy or the Reserve Policy, included or referred to therein, which Disclosure Counsel expressly excludes from the scope of such letter and as to which Disclosure Counsel expresses no opinion or view).

(E) *Trustee Counsel Opinion*. An opinion, dated as of the Closing Date and addressed to the District and the Underwriter of counsel to the Trustee and Escrow Agent to the effect that:

(1) the Trustee is a national banking association, duly organized and validly existing under the laws of the United States of America, having full power to enter into, accept and perform its duties under the Legal Documents to which it is a party (the "Trustee Agreements");

(2) the Trustee Agreements have been duly authorized, executed and delivered by the Trustee and constitute the legal, valid and binding obligations of the Trustee, enforceable in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency or other laws affecting the

enforcement of creditors' rights generally and by the application of equitable principles, if equitable remedies are sought;

(3) the Certificates have been validly executed and delivered by the Trustee and are entitled to the benefits of the Trust Agreement;

(4) no authorization, approval, consent, or other order of any governmental authority or agency having jurisdiction over the Trustee is required for the valid authorization, execution, delivery and performance by the Trustee of the Trustee Agreements; and

(5) the execution and delivery of the Trustee Agreements and compliance by the Trustee with the provisions thereof, under the circumstances contemplated thereby, do not and will not in any material respect conflict with or constitute on the part of the Trustee a beach or default under any agreement or other instrument to which the Trustee is a party (and of which such counsel is aware after reasonable investigation) or by which it is bound (and of which such counsel is aware after reasonable investigation) or any existing law, regulation, court order or consent decree to which the Trustee is subject.

(F) *Corporation Counsel Opinion*. An opinion, dated the Closing Date and addressed to the District, the Insurer and the Underwriter, of _____, counsel for the Corporation, to the effect that:

(1) the Corporation is duly organized and validly existing as a nonprofit public benefit corporation under the laws of the State of California and is possessed of full power to lease real and personal property and to execute and deliver and perform all obligations under the Site Lease, the Lease Agreement, the Assignment Agreement and the Trust Agreement (collectively, the "Corporation Agreements") and to participate in the transactions contemplated by the Official Statement;

(2) the Resolution of the Board of Directors of the Corporation adopted on January __, 2021 (the "Corporation Resolution") was duly adopted at a meeting of the Board of Directors of the Corporation which was called and held pursuant to law and with all public notice required by law and at which a quorum was present and acting throughout and the Corporation Resolution is in full force and effect and has not been modified, amended or rescinded;

(3) the Corporation has full right and lawful authority to execute and deliver the Corporation Agreements, and such

documents have been duly authorized, executed and delivered on behalf of the Corporation and are legally valid and binding obligations of the Corporation enforceable in accordance with their respective terms, except as enforcement may be limited by bankruptcy, insolvency, moratorium or similar laws, or by legal or equitable principles relating to or limiting creditors' rights generally;

(4) to the best of our knowledge, the Corporation is not in material breach of or default under any applicable constitutional provision, law or administrative regulation of the State of California or the United States of America or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Corporation is a party or to which the Corporation or any of its property or assets is otherwise subject, and no event has occurred or is continuing which with the passage of time or the giving of notice, or both, would constitute a default or an event of default under any such instrument; and the execution and delivery of the Corporation Agreements by the Corporation and compliance by the Corporation with the provisions thereof do not (i) violate the Corporation's articles of incorporation, bylaws or any resolution of its board of directors, (ii) violate applicable provisions of statutory law or regulation or (iii) to such counsel's current actual knowledge constitute a material breach of the terms, conditions or provisions of or constitute a default under any material contract, undertaking, indenture or other agreement by which the Corporation is bound;

(5) except as may be required under federal and state securities or Blue Sky laws in connection with the purchase or distribution of the Certificates by the Underwriter, there is no consent, approval, authorization or order of, or filing with, or certification by any regulatory authority required to be obtained by the Corporation in connection with the execution and delivery of the Corporation Agreements or the consummation by the Corporation of the other transactions contemplated thereby;

(6) no authorization, approval, consent or order of the State of California or any other governmental authority or agency within the State of California, other than the governing body of the Corporation, is required for the valid authorization, execution and delivery by the Corporation of the Corporation Agreements and the performance by the Corporation of its obligations thereunder or for the approval of the Official Statement; and

(7) as of the date hereof, nothing has come to our attention causing us to believe that the information contained in the

Official Statement relating to the Corporation under the caption "THE CORPORATION" as of its date or as of the date hereof contained any untrue statement of material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(G) *Special Counsel Opinion Regarding CFD No. 3 Bonds.* An unqualified approving opinion of Special Counsel, dated the Closing Date and addressed to the District and the Underwriter, as to the validity of the CFD No. 3 Bonds.

(H) *District Counsel Opinion.* An opinion of District Counsel, dated the Closing Date and addressed to the Underwriter, the CFD No. 3 District and the District, in form and substance acceptable to the Underwriter.

(I) *Underwriter's Counsel Opinion*. An opinion, dated the Closing Date and addressed to the Underwriter, of Kutak Rock LLP, counsel for the Underwriter, in form and substance acceptable to the Underwriter.

(ii) *Trustee Certificate*. A certificate of the Trustee, in form and substance acceptable to Special Counsel and the Underwriter to the effect that:

(A) the Trustee is a national banking association duly organized and existing under the laws of the United States and has all necessary power and authority to enter into and perform its duties under the Trustee Agreements, and to accept the assignment under the Assignment Agreement;

(B) the Trustee is duly authorized to enter into the Trustee Agreements and to execute and deliver the Certificates to the Underwriter pursuant to the terms of the Trust Agreement;

(C) no consent, approval, authorization or other action by any governmental or regulatory authority having jurisdiction over the banking or trust powers of the Trustee that has not been obtained is or will be required for the execution and delivery of the Certificates or the consummation by it of its obligations under the Trustee Agreements;

(D) the execution and delivery by the Trustee of the Trustee Agreements and compliance with the terms thereof will not, in a manner that would materially affect the ability of the Trustee to perform its obligations under such agreements, conflict with, or result in a violation or breach of, or constitute a default under, any loan agreement, indenture, bond, note, resolution or any other agreement or instrument to which the Trustee is a party or by which it is bound, or any law or any rule, regulation,

or, to the best knowledge of such officer, after reasonable investigation, any order or decree of any court or governmental agency or body having jurisdiction over the Trustee or any of its activities or properties; and

(E) there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court or governmental agency, public board or body pending or, to the best knowledge of the Trustee, threatened against or affecting the existence of the Trustee or seeking to prohibit, restrain or enjoin the execution and delivery of the Certificates or the assignment by the Corporation to the Trustee of certain rights, title and interest pursuant to the Trust Agreement, or in any way contesting or affecting the validity or enforceability of the Certificates or the Trustee Agreements, or contesting the powers of the Trustee or its authority to enter into and perform its obligations under any of the foregoing.

(iii) *Escrow Agent Certificate.* A certificate of the Escrow Agent, dated the date of Closing, signed by a duly authorized officer of the Escrow Agent, and in form and substance satisfactory to the Underwriter, to the effect that:

(A) the Escrow Agent has all necessary power and authority to enter into and perform its duties under the Escrow Agreement;

(B) the Escrow Agent has duly authorized, executed and delivered the Escrow Agreement, and, assuming due authorization, execution and delivery by the District, the Escrow Agreement constitutes the valid and binding agreement of the Escrow Agent enforceable against the Escrow Agent in accordance with its terms, except as enforceability may be subject to bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights and to the application of equitable principles;

(C) the execution and delivery of the Escrow Agreement and compliance with the provisions thereof have been duly authorized by all necessary corporate action on the part of the Escrow Agent and, to the best knowledge of the Escrow Agent, will not conflict with or constitute a breach of or default under any law, administrative regulation, court decree, resolution, charter, bylaws or any agreement to which the Escrow Agent is subject or by which it is bound; and

(D) no litigation is pending or, to the best knowledge of the Escrow Agent, threatened (either in state or federal courts) against the Escrow Agent in any way contesting or affecting the validity or enforceability of the Certificates or the Escrow Agreement;

(iv) *Corporation Certificate*. A certificate signed by appropriate officials of the Corporation, in form and substance acceptable to Special Counsel and the Underwriter to the effect that:

(A) the Corporation is a nonprofit public benefit corporation duly organized and existing under the laws of the State of California, with full power and authority to enter into the Corporation Agreements;

(B) the statements and information contained in the Official Statement relating to the Corporation and its functions, duties and responsibilities are true, correct and complete in all material respects, and do not contain any untrue or misleading statement of a material fact or omit any statement or information necessary in order to make such statements and information therein, in light of the circumstances under which they were made, not misleading;

(C) by official action of the Corporation prior to the date hereof, the Corporation has duly authorized and approved the execution and delivery of, and the performance by the Corporation of the obligations on its part contained in the Corporation Agreements, and each of the Certificate Agreements has been duly authorized, executed and delivered by the Corporation and, assuming the due authorization, execution and delivery by the other respective parties thereto, will constitute legally valid and binding obligations of the Corporation enforceable against the Corporation in accordance with their respective terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to or limiting creditors' rights generally or principles of equity involving judicial discretion;

(D) the Corporation is not in material breach of, or default under, any applicable constitutional provision, law or administrative rule or regulation of the State of California or the United States of America material to the conduct of its functions or any applicable judgment or decree or any loan agreement, indenture, bond, certificate, note, resolution or other agreement or instrument to which the Corporation is a party or to which the Corporation or any of its properties is otherwise subject, and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute a default or an event of default under any of the foregoing; and the execution and delivery of the Corporation Agreements and compliance with the provisions on the Corporation's part contained therein will not conflict with or constitute a breach of or default under any law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Corporation is a party or is otherwise subject, nor will any such execution, delivery, adoption, or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the properties or assets of the Corporation under the terms of any such law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument, except as provided by the Corporation Agreements; and

(E) no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body, is pending or, to the knowledge of the Corporation, is threatened against the Corporation (1) affecting the existence of the Corporation or the titles of its officers who have executed any of the Corporation Agreements or other certificates related to the Certificates to their respective offices, or (2) seeking to restrain or enjoin the sale or delivery of any of the Certificates or the application of the proceeds thereof in accordance with the Trust Agreement, or (3) in any way contesting or affecting the validity or enforceability of the Certificates or the Corporation Agreements or the authority of the Corporation to enter into the Corporation Agreements, or any action of the Corporation contemplated by any of said documents.

(v) *Certificates of the CFDs*. A certificate signed by appropriate officials of each of the CFDs, in form and substance acceptable to Special Counsel and the Underwriter to the effect that:

(A) the CFD is a community facilities district duly organized and existing under the laws of the State of California, with full power and authority to issue its respective CFD Bonds and to enter into the applicable Pledge Agreement (including all amendments thereto), the Indenture and the Special Tax Pooling Agreement;

(B) the statements and information contained in the Official Statement relating to such CFD and its functions, duties and responsibilities are true, correct and complete in all material respects, and do not contain any untrue or misleading statement of a material fact or omit any statement or information necessary in order to make such statements and information therein, in light of the circumstances under which they were made, not misleading;

(C) by official action of the Governing Board, prior to the date hereof, the CFD has duly authorized and approved the execution and delivery of, and the performance by the CFD of the obligations on its part contained in the CFD Agreements to which it is a party, and each such CFD Agreements has been duly authorized, executed and delivered by the CFD and, assuming the due authorization, execution and delivery by the other respective parties thereto, will constitute legally valid and binding obligations of the CFD enforceable against the CFD in accordance with their respective terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to or limiting creditors' rights generally or principles of equity involving judicial discretion;

(D) the CFD is not in material breach of, or default under, any applicable constitutional provision, law or administrative rule or regulation of the State of California or the United States of America material to the

conduct of its functions or any applicable judgment or decree or any loan agreement, indenture, bond, certificate, note, resolution or other agreement or instrument to which the CFD is a party or to which the CFD or any of its properties is otherwise subject, and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute a default or an event of default under any of the foregoing; and the execution and delivery of the CFD Agreements and compliance with the provisions on the CFD's part contained therein will not conflict with or constitute a breach of or default under any law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the CFD is a party or is otherwise subject, nor will any such execution, delivery, adoption, or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the properties or assets of the CFD under the terms of any such law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument, except as provided by the CFD Agreements; and

(E) no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body, is pending or, to the knowledge of the CFD, is threatened against the CFD (1) affecting the existence of the CFD or the titles of its officers who have executed any of the CFD Agreements or other certificates related to the Certificates to their respective offices, or (2) seeking to restrain or enjoin the sale or delivery of any of the Certificates or the application of the proceeds thereof in accordance with the Trust Agreement, or (3) in any way contesting or affecting the validity or enforceability of the Certificates or the CFD Agreements to which it is a party or the authority of the CFD to enter into such CFD Agreements, or any action of the CFD contemplated by any of said documents

(vi) *District Certificate*. A certificate signed by appropriate officials of the District, in form and substance acceptable to Special Counsel and the Underwriter to the effect that:

(A) the official executing this Purchase Agreement is authorized to execute this Purchase Agreement;

(B) the representations, agreements and warranties of the District herein are true and correct in all material respects as of the Closing Date;

(C) the District has complied with all the terms of the Legal Documents to be complied with by the District prior to or concurrently with the Closing Date and such documents are in full force and effect;

(D) to the best of the District's knowledge, there is no action, suit, proceeding, inquiry or investigation at law or in equity, before or by any court, government agency, public board or body, pending or threatened: (i) which would have a material and adverse effect upon the financial condition, assets or properties of the District or would affect its financial ability to make the Lease Payments; (ii) affecting, contesting or seeking to prohibit, restrain or enjoin the execution and delivery of the Certificates or in any way contesting or affecting the validity of or security of the Certificates or the District Documents or the consummation of the transactions contemplated thereby, or contesting the powers of the District or its authority to execute and deliver the District Documents or perform its obligations thereunder; or (iii) contesting the completeness or accuracy of the Official Statement, or any supplement or amendment thereto or asserting that the Official Statement contains any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstance under which they were made, not misleading;

(E) such District officials have reviewed the Preliminary Official Statement and the Official Statement and on such basis certify that the Preliminary Official Statement, as of its date, and the Official Statement, as of its date and as of the Closing Date, does not contain any untrue statement of a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances in which they were made, not misleading (excluding therefrom information regarding DTC and its book-entry only system, the Insurer, the Policy and the Reserve Policy); and

(F) the Certificates being delivered on the Closing Date to the Underwriter under this Purchase Agreement substantially conform to the descriptions thereof contained in the Trust Agreement.

(vii) *Tax Certificate*. A nonarbitrage tax certificate of the District in form satisfactory to Special Counsel.

(viii) *Ratings*. Evidence satisfactory to the Underwriter that the Certificates have been rated "__" by Moody's Investors Service without regard to the issuance of the Policy by the Insurer, and "__" by S&P Global Ratings, a Standard & Poor's Financial Services LLC business ("S&P"), based upon the issuance of the Policy by the Insurer, and that each such rating has not been revoked or downgraded.

(ix) *District Resolution*. A certificate, together with fully executed copies of the District Resolution, of the Secretary to or the Clerk of the District's Board of Trustees to the effect that:

(A) such copies are true and correct copies of the District Resolution; and

(B) the District Resolution was duly adopted and has not been modified, amended, rescinded or revoked and is in full force and effect on the Closing Date.

(x) *Corporation Resolution*. A certificate, together with fully executed copies of the Corporation Resolution, of the Secretary to the Corporation's Board of Directors to the effect that:

(A) such copies are true and correct copies of the Corporation Resolution; and

(B) the Corporation Resolution was duly adopted and has not been modified, amended, rescinded or revoked and is in full force and effect on the Closing Date.

(xi) *CFD Resolutions*. A certificate, together with fully executed copies of each of the CFD Resolutions, of the Secretary of the Governing Board of each of the CFDs, to the effect that:

(A) such copies are true and correct copies of the applicable CFD Resolution; and

(B) the CFD Resolution was duly adopted and has not been modified, amended, rescinded or revoked and is in full force and effect on the Closing Date.

(xii) *Official Statement*. A certificate of the appropriate official of the District evidencing his or her determinations respecting the Preliminary Official Statement in accordance with the Rule.

(xiii) *Continuing Disclosure Certificate*. An executed copy of the Continuing Disclosure Certificate, substantially in the form presented in the Official Statement as Appendix E thereto.

(xiv) *Special Tax Consultant Certificate.* A certificate dated the Closing Date from KeyAnalytics (the "Special Tax Consultant") for the CFDs, substantially in the form presented hereto as Appendix C;

(xv) *Other Legal Documents.* A transcript of all proceedings relating to the authorization, issuance, sale and delivery of the Certificates and the CFD No. 3 Bonds, including fully executed copy of each of the other Legal Documents;

(xvi) *Insurance.* Evidence, satisfactory to Special Counsel and the Underwriter, of insurance, including title insurance, in compliance with the Lease Agreement and the Trust Agreement.

(xvii) *Letter of Representations.* A copy of the signed Letter of Representations as filed with DTC.

(xviii) *Form 8038-G.* Evidence that the federal tax information form 8038-G has been prepared by Special Counsel for filing for the Certificates.

(xix) *Verification*. A certificate of Causey Demgen & Moore P.C., certified public accountants, as verification agent, verifying the sufficiency of the amounts deposited and invested under the Escrow Agreement for the purpose of refunding the 2012 Certificates;

(xx) *CDIAC Statements.* A copy of the filings with the California Debt and Investment Advisory Commission pursuant to the applicable provisions of the California Government Code.

(xxi) *Policy and Reserve Policy.* Copies of the Policy and Reserve Policy, together with an opinion of counsel to the Insurer, dated the date of Closing and addressed to the District and the Underwriter, in form and substance acceptable to the Underwriter, and a certificate of the Insurer, dated the date of Closing, in form and substance acceptable to the Underwriter, regarding, among other matters, disclosure, no default and tax matters.

(xxii) *CFD No. 3 Bonds.* Evidence satisfactory to the Underwriter that the CFD No. 3 Bonds have been issued.

(xxiii) *Other Documents*. Such additional legal opinions, certificates, proceedings, instruments and other documents as the Underwriter may reasonably request to evidence: (A) compliance by the District with legal requirements; (B) the truth and accuracy, as of the time of Closing Date, of the representations of the District herein and in the District Documents contained, and of the Official Statement; and (C) the due performance or satisfaction by the District at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the District.

(g) ***Termination***. Notwithstanding anything to the contrary herein contained, if for any reason whatsoever the Certificates shall not have been delivered by the District to the Underwriter as provided in Section 5 hereof, then the obligation to purchase Certificates hereunder shall terminate and be of no further force or effect except with respect to the obligations of the District and the Underwriter under Sections 12 and 14 hereof.

If the District shall be unable to satisfy the conditions to the Underwriter's obligations contained in this Purchase Agreement or if the Underwriter's obligations shall be terminated for any reason permitted by this Purchase Agreement, this Purchase Agreement may be cancelled by the Underwriter at, or at any time prior to, the time of Closing Date. Notice of such cancellation shall be given to the District in writing, or by telephone or telegraph, confirmed in writing. Notwithstanding any provision herein to the contrary, the performance of any and all obligations

of the District hereunder and the performance of any and all conditions contained herein for the benefit of the Underwriter may be waived by the Underwriter in writing in its sole discretion.

Section 11. Conditions to Obligations of the District. The performance by the District of its obligations is conditioned upon (a) the performance by the Underwriter of its obligations hereunder, and (b) receipt by the District and the Underwriter of opinions and certificates being delivered at the Closing Date by persons and entities other than the District.

Section 12. Expenses. Except as herein described, all expenses and costs of the District incident to the performance of its obligations in connection with the authorization, execution, sale and delivery of the Certificates to the Underwriter shall be paid for by the District from proceeds of the Certificates including, without limitation: (a) the cost of the preparation and reproduction of the Legal Documents; (b) the fees and disbursements of Special Counsel, District Counsel and Disclosure Counsel; (c) the cost of the preparation, printing and delivery of the Certificates; (e) the fees for ratings on the Certificates, including travel expenses related thereto; (f) the cost of the printing and distribution of the Preliminary Official Statement and Official Statement; (g) the initial fees of the Trustee and the Escrow Agent, including the fees of its counsel; (h) the fees and disbursements of the District's financial advisor; (i) the premium for an ALTA or CLTA policy of title insurance and any other insurance as required under the Lease Agreement and the Trust Agreement; (j) fees and expenses of the Corporation and its counsel; (k) the premium for the Policy and Reserve Policy to be issued by the Insurer; (l) fees for the verification agent for the verification report; (m) the fees of the Special Tax Consultant; and (n) all other fees and expenses incident to the execution, sale and delivery of the Certificates. Notwithstanding the foregoing, in accordance with the direction of the District as set forth in Section 1 hereof, the Underwriter shall withhold from the purchase price of the Certificates and agree to wire to the Insurer the premium for the Policy and Reserve Policy.

Notwithstanding any of the foregoing, the Underwriter shall pay all out-of-pocket expenses of the Underwriter, including the fees and disbursements of Underwriter's Counsel, the California Debt and Investment Advisory Commission fee, and CUSIP Bureau registration fees, travel and other expenses (except those expressly provided above), without limitation.

Notwithstanding Section 10(f) hereof, the District hereby agrees, in the event the purchase and sale of the Certificates does not occur as contemplated hereunder, to reimburse the Underwriter for any costs described in Subsection 12(e) above that are attributable to District personnel.

Section 13. Notices. Any notice or other communication to be given under this Purchase Agreement (other than the acceptance hereof as specified in the first paragraph hereof) may be given by delivering the same in writing if to the District, to the Superintendent, at the address set forth on the first page hereof, or if to the Underwriter, to Stifel, Nicolaus & Company, Incorporated, One Montgomery Street, 35th Floor, San Francisco, California 94104, Attention: Bruce Kerns.

Section 14. Parties in Interest; Survival of Representations and Warranties. This Purchase Agreement when accepted by the District in writing as heretofore specified shall constitute the entire agreement between the District and the Underwriter. This Purchase Agreement is made solely for the benefit of the District and the Underwriter (including the

successors or assigns of the Underwriter). The term "successor" shall not include any owner of any Certificates merely by virtue of such ownership. No other person shall acquire or have any rights hereunder or by virtue hereof. All representations, warranties and agreements of the District in this Purchase Agreement shall survive regardless of (a) any investigation or any statement in respect thereof made by or on behalf of the Underwriter, (b) delivery of and payment by the Underwriter for the Certificates hereunder, and (c) any termination of this Purchase Agreement. If any provision of this Purchase Agreement is, or is held or deemed to be, invalid, illegal or unenforceable for any reason, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

Section 15. Severability. In the event any provision of this Purchase Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 16. Nonassignment. Notwithstanding anything stated to the contrary herein, neither party hereto may assign or transfer its interest herein, or delegate or transfer any of its obligations hereunder, without the prior written consent of the other party hereto.

Section 17. Entire Agreement. This Purchase Agreement, when executed by the parties hereto, shall constitute the entire agreement of the parties hereto (including their permitted successors and assigns, respectively).

Section 18. Execution in Counterparts. This Purchase Agreement may be executed in several counterparts each of which shall be regarded as an original and all of which shall constitute but one and the same document.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

Section 19. Applicable Law. This Purchase Agreement shall be interpreted, governed and enforced in accordance with the laws of the State applicable to contracts made and performed in such State.

Very truly yours,

STIFEL, NICOLAUS & COMPANY, INCORPORATED

By _____
Managing Director

The foregoing is hereby agreed to and accepted as of the date first above written:

SAN YSIDRO SCHOOL DISTRICT

By:_____
Chief Business Official

ACCEPTED at ____ p.m. Pacific Time this ___ day of _____, 2021

APPENDIX A

INTEREST RATES, REOFFERING YIELDS, MATURITIES, AND PREPAYMENT PROVISIONS

$[PAR AMOUNT]
2021 REFUNDING CERTIFICATES OF PARTICIPATION
Evidencing the Fractional Interests of the
Owners Thereof in Lease Payments to be Made by the
SAN YSIDRO SCHOOL DISTRICT
(San Diego County, California)

Maturity (September 1)	Principal Amount	Interest Rate	Yield	Price

$_____ ____% Term Certificates due September 1, 20__; Yield: ____%; Price: _____ C
$_____ ____% Term Certificates due September 1, 20__; Yield: ____%; Price: _____ C

C= Priced to initial par call = September 1, 20__

Prepayment

Optional Prepayment. The Certificates are subject to prepayment prior to their stated maturity, at the option of the District, in whole, or in part, among maturities as designated by the District, from any source of available moneys, on September 1, 20__ or any date thereafter, at the prepayment prices equal to the principal amount thereof, together with accrued interest to the prepayment date, without premium.

Mandatory Prepayment from Net Proceeds. The Certificates are subject to prepayment prior to their respective maturity dates on any date, in whole or in part, from Net Proceeds which the Trustee shall transfer to the Prepayment Fund as provided in the Lease at least 45 days prior to the date set for prepayment, at a prepayment price equal to the Principal Component of the Lease Payments to be prepaid, together with accrued interest to the date fixed for prepayment, without premium.

Mandatory Sinking Account Prepayment. The Certificates maturing on September 1, 20__ are subject to mandatory prepayment in part, by lot, on September 1, 20__, and each September 1 thereafter prior to maturity, at a prepayment price equal to the principal amount thereof, together with accrued interest to the date fixed for prepayment,

without premium, and to payment at maturity in the amounts set forth in the following table:

Term Certificates Due on September 1, 20__

Year (September 1)	***Principal Amount***

The Certificates maturing on September 1, 20__ are subject to mandatory prepayment in part, by lot, on September 1, 20__, and each September 1 thereafter prior to maturity, at a prepayment price equal to the principal amount thereof, together with accrued interest to the date fixed for prepayment, without premium, and to payment at maturity in the amounts set forth in the following table:

Term Certificates Due on September 1, 20__

Year (September 1)	***Principal Amount***

In the event of a partial optional prepayment of the Certificates maturing on September 1, 20__ or September 1, 20__, each of the remaining mandatory sinking fund payments for such Certificates will be reduced, as nearly as practicable, on a pro rata basis in the amount of $5,000 or any integral multiple thereof, as directed by the District.

APPENDIX B

FORM OF ISSUE PRICE CERTIFICATE

$[PAR AMOUNT]
2021 REFUNDING CERTIFICATES OF PARTICIPATION
Evidencing the Fractional Interests of the
Owners Thereof in Lease Payments to be Made by the
SAN YSIDRO SCHOOL DISTRICT
(San Diego County, California)

CERTIFICATE OF THE UNDERWRITER

This certificate is being delivered by Stifel, Nicolaus & Company, Incorporated (the "Underwriter") in connection with the issuance of the captioned 2021 Refunding Certificates of Participation (the "Certificates"). The Underwriter hereby makes the representations, and provides the certifications, contained in this certificate based on the information available to it concerning the Certificates to the San Ysidro School District ("District") and to Stradling Yocca Carlson & Rauth, a Professional Corporation, Special Counsel to the District ("Bond Counsel"), as follows:

1. Certificate Purchase Agreement. On _____, 2021 (the "Sale Date"), the Underwriter and the District executed a Certificate Purchase Agreement (the "Purchase Agreement") in connection with the sale of the Certificates. The Underwriter has not modified the Purchase Agreement since its execution on the Sale Date.

2. Price. As of the date of this Certificate, for each Maturity of the Certificates, the first price or prices at which at least 10% of such Maturity of the Certificates was sold to the Public (the "10% Test") are the respective prices listed in Attachment A attached hereto.

3. Certain Defined Terms.

(a) Capitalized terms used in this certificate, unless otherwise defined herein or in the resolution of the Board of Trustees of the District adopted on _____, 2021, ("District Resolution"), shall have the meaning(s) given to such terms in the Tax Certificate provided in connection with the execution and delivery of the Certificates.

(b) "Maturity" means Certificates with the same credit and payment terms. Certificates with different maturity dates, or Certificates with the same maturity date but different stated interest rates, are treated as separate Maturities.

(c) "Public" means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(d) "Underwriter" means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead Underwriter to form an underwriting syndicate) to participate in the initial sale of the Certificates to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Certificates to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Certificates to the Public).

4. Use of Certificate. The representations set forth in this Certificate are limited to factual matters only. Nothing in this certificate represents the Underwriter's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the District with respect to certain of the representations set forth in the Tax Certificate of the District dated August 16, 2018, and with respect to compliance with the federal income tax rules affecting the Certificates, and by Bond Counsel, in connection with rendering its opinion that the interest on the Certificates is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that Bond Counsel may give to the District from time to time relating to the Certificates.

Dated: [DATE], 2021

STIFEL, NICOLAUS & COMPANY, INCORPORATED

By: _____
Managing Director

By: _____
Managing Director

ATTACHMENT "A"

$[PAR AMOUNT]
2021 REFUNDING CERTIFICATES OF PARTICIPATION
Evidencing the Fractional Interests of the
Owners Thereof in Lease Payments to be Made by the
SAN YSIDRO SCHOOL DISTRICT
(San Diego County, California)

Actual Sales Information as of Closing Date

Current Interest Serial and Term Certificates:

Maturity (September 1)	Principal Amount	Interest Rate	Yield	Price

$_____ ____% Term Certificates due September 1, 20__; Yield: _____%; Price: _____ C
$_____ ____% Term Certificates due September 1, 20__; Yield: _____%; Price: _____ C

C= Priced to initial par call = September 1, 20__

APPENDIX C

$[PAR AMOUNT]
2021 REFUNDING CERTIFICATES OF PARTICIPATION
Evidencing the Fractional Interests of the
Owners Thereof in Lease Payments to be Made by the
SAN YSIDRO SCHOOL DISTRICT
(San Diego County, California)

CERTIFICATE OF SPECIAL TAX CONSULTANT

The undersigned hereby states and certifies:

1. That he is an authorized officer of KeyAnalytics (the "Special Tax Consultant") and, as such, is familiar with the facts herein certified and is authorized and qualified to certify the same.

2. That the Special Tax Consultant has reviewed the Rate and Method of Apportionment of Special Tax (the "Rate and Method") as set forth in Appendix B to the Official Statement, dated _____, 2021, for each of Community Facilities District No. 1 of the San Ysidro School District ("CFD No. 1"), Community Facilities District No. 2 of the San Ysidro School District ("CFD No. 2") and Community Facilities District No. 3. of the San Ysidro School District ("CFD No. 3" and collectively with CFD No. 1 and CFD No. 2, the "Community Facilities Districts"). Capitalized terms not otherwise defined herein shall be defined as provided in the hereinafter defined Official Statement related to the captioned 2021 Refunding Certificates of Participation (the "Certificates").

3. That the Special Taxes, if levied in accordance with the Rate and Method and collected, will annually yield sufficient revenue to make timely payments of the annual debt service on the 2015 Certificates, the 2016 Certificates, the CFD No. 3 Bonds and the annual Administrative Expenses related to the levy and collection of such Special Taxes (no representation is made as to the actual amounts that will be collected in future years).

4. That the Special Taxes, if collected in the maximum amounts permitted pursuant to the Rate and Method on the Closing Date, would generate estimated administrative expenses each year as set forth in the Official Statement, plus at least 110% of the maximum debt service payable with respect to the 2015 Certificates, the 2016 Certificates and the Certificates, payable from such Special Taxes, assuming that the debt service schedule shown in the Official Statement is true and correct.

5. That all information supplied by the Special Tax Consultant for use in the Official Statement, including in Appendix B thereto, is true and correct, as of the date of the Official Statement and as of the date hereof.

6. That, as of the dates of the Preliminary Official Statement and the Official Statement and as of the date hereof, the information and other data provided by the Special Tax Consultant and included in the Official Statement, do not, to my knowledge, contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading.

The District and Stifel, Nicolaus & Company, Incorporated are entitled to rely on this certificate.

Dated: _____, 2021

KEYANALYTICS

By:_____

Title:_____

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board **BOARD MEETING DATE:** March 11, 2021

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: RESOLUTION NO. 20/21-0022 OF THE BOARD OF EDUCATION OF THE SAN YSIDRO SCHOOL DISTRICT, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 1 OF THE SAN YSIDRO SCHOOL DISTRICT, AUTHORIZING THE EXECUTION AND DELIVERY OF A PLEDGE AGREEMENT AMENDMENT AND TAKING CERTAIN OTHER ACTIONS IN CONNECTION THEREWITH

BACKGROUND INFORMATION:
The CFD No. 1 Resolution approves the associated Pledge Agreement Amendment required to pledge the special taxes from CFD No. 1 to the 2021 COPs and the CFD No. 3 Bonds. The CFD No. 1 Resolution also approves a Special Tax Pooling Agreement pursuant to which the special taxes will be allocated to make the payments due on the District's 2015 COPs, 2016 COPs and 2021 COPs, and on the CFD No. 3 Bonds, all in accordance with the terms of the Pledge Agreements, as amended. The Pledge Agreements, as amended, will require that the special taxes be pledged first to the payment of the 2015 COPs, the 2016 COPs and the 2021 COPs, on a parity basis with each other, and then to the payment of the CFD No. 3 Bonds, on a subordinate basis.

RECOMMENDATION:
Approve and Adopt Resolution No. 20/21-0022. *The District's bond counsel will be available to provide a brief explanation and answer any questions the Governing Board may have.*

LCAP GOAL AND ACTION/SERVICE (please indicate):

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

Financial Implications?	Are funds for this item available in the 2020-2021 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

RESOLUTION NO. 20/21-0022

RESOLUTION OF THE BOARD OF EDUCATION OF THE SAN YSIDRO SCHOOL DISTRICT, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 1 OF THE SAN YSIDRO SCHOOL DISTRICT, AUTHORIZING THE EXECUTION AND DELIVERY OF A PLEDGE AGREEMENT AMENDMENT AND TAKING CERTAIN OTHER ACTIONS IN CONNECTION THEREWITH

WHEREAS, the Board of Education of the San Ysidro School District (the "School District"), located in San Diego County, California (hereinafter sometimes referred to as the "legislative body of the District"), has heretofore undertaken proceedings to form Community Facilities District No. 1 of the San Ysidro School District (the "District") pursuant to the terms and provisions of the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California (the "Act"); and

WHEREAS, the School District has previously caused several series of Certificates of Participation to be executed and delivered, including its 2012 Certificates of Participation (the "2012 Certificates"), its 2015 Certificates of Participation (the "2015 Certificates") and its 2016 Certificates of Participation (the "2016 Certificates"), all of which are payable on a parity basis with each other from special taxes (the "Special Taxes") collected within the District, Community Facilities District No. 2 of the San Ysidro School District ("CFD No. 2") and Community Facilities District No. 3 of the San Ysidro School District ("CFD No. 3," and with the District and CFD No. 2, the "Community Facilities Districts") pursuant to various pledge agreements, and amendments relating thereto (collectively, the "Pledge Agreements"), by and between the School District and each of the District, CFD No. 2 and CFD No. 3, respectively; and

WHEREAS, the 2012 Certificates are subject to special optional prepayment at any time from the proceeds of any "Mello-Roos special tax bonds" issued by, or on behalf of, or for the benefit of the School District; and

WHEREAS, the Pledge Agreements permit the Community Facilities Districts to pledge the Special Taxes to the payment of lease payments securing certificates of participation of the School District on a parity with the pledge of the Special Taxes to the 2015 Certificates and the 2016 Certificates; and

WHEREAS, CFD No. 3 expects to issue special tax bonds (the "CFD No. 3 Bonds"), which will constitute "Mello-Roos special tax bonds" for purposes of the special optional prepayment provision of the 2012 Certificates, the proceeds of which will be used to defease and prepay the 2012 Certificates, and provide certain additional proceeds for eligible facilities; and

WHEREAS, the School District will cause the execution and delivery of its 2021 Certificates of Participation (the "2021 Certificates") to provide funds for its purchase of the CFD No. 3 Bonds, which 2021 Certificates will be certificates of participation under the Pledge Agreements eligible to have the Special Taxes pledged for their repayment on a parity basis with the pledge thereof to the 2015 Certificates and the 2016 Certificates; and

WHEREAS, each of the District, CFD No. 2 and CFD No. 3 will enter into further amendments to the Pledge Agreements (the "2021 Pledge Agreement Amendments") with the School District to pledge

the Special Taxes to the 2021 Certificates on a parity with the pledge of such Special Taxes to the 2015 Certificates and the 2016 Certificates; and

WHEREAS, U.S. Bank National Association, as trustee for the 2021 Certificates (the "Trustee"), the Community Facilities Districts and the School District will enter into a Special Tax Pooling Agreement (the "Special Tax Agreement") pursuant to which each of such parties will agree that the Special Taxes, once collected and following the payment of certain administrative expenses, shall be transferred by the School District to the Trustee for application in accordance with the terms of the Special Tax Agreement and the Pledge Agreements, as amended by the 2021 Pledge Agreement Amendments; and

WHEREAS, pursuant to the Special Tax Agreement, the District, CFD No. 2 and CFD No. 3 will pledge their Special Taxes: (i) to the payments due on the 2021 Certificates on a parity basis with the pledge of the Special Taxes to the 2015 Certificates and the 2016 Certificates, and (ii) to the payments due on the CFD No. 3 Bonds on a subordinate basis to the pledge of such Special Taxes to the 2015 Certificates, the 2016 Certificates and the 2021 Certificates; and

WHEREAS, CFD No. 1 is authorized to incur $65,000,000 of bonded indebtedness; and

WHEREAS, CFD No. 1 has sufficient remaining authorized bonded indebtedness to pledge its Special Taxes to the 2021 Certificates and the CFD No. 3 Bonds as set forth herein; and

NOW, THEREFORE, THE BOARD OF EDUCATION OF THE SCHOOL DISTRICT, ACTING AS THE LEGISLATIVE BODY OF THE DISTRICT, DOES HEREBY RESOLVE, ORDER AND DETERMINE AS FOLLOWS:

SECTION 1. Each of the above recitals is true and correct.

SECTION 2. The form of the 2021 Pledge Agreement Amendment relating to the District and the Special Tax Agreement presented herewith is hereby approved; and any one of the President or Secretary of the legislative body of the District, the Superintendent of the School District or the Chief Business Official of the School District, and their written designees (collectively, the "Authorized Officers"), is hereby authorized and directed, for and in the name of the District, to execute such agreements substantially in the form approved, with such additions thereto and changes therein as may be approved or required by an Authorized Officer. Approval of such additions and changes shall be conclusively evidenced by the execution and delivery of such agreements.

SECTION 3. The Authorized Officers are each authorized to provide for all services necessary to effect the execution and delivery of the execution and delivery of the 2021 Pledge Agreement Amendments and the Special Tax Agreement, the execution and delivery of the 2021 Certificates and the issuance of the CFD No. 3 Bonds.

SECTION 4. All actions heretofore taken by officers and agents of the District and the School District with respect to the execution and delivery of the 2021 Pledge Agreement Amendments and the Special Tax Agreement, the sale and issuance of the CFD No. 3 Bonds and the execution and delivery of the 2021 Certificates, are hereby approved, confirmed and ratified, and the President and Secretary of the legislative body of the District, the Superintendent, the Chief Business Official, and the other officers and staff of the School District and the District responsible for the fiscal affairs of the District are hereby authorized and directed to take any actions and execute and deliver any and all documents as are necessary to accomplish such purposes in accordance with the provisions of this Resolution. In the event that the President of the legislative body of the District is unavailable to sign any document authorized for execution herein, any other member of the legislative body of the District or the Superintendent or the Chief Business

Official, or their written designee, may sign such document. Any document authorized herein to be signed by the Secretary of the legislative body of the District may be signed by a duly appointed deputy or assistant secretary.

SECTION 5. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the Board of Education of the San Ysidro School District of San Diego County, California, acting as the legislative body of Community Facilities District No. 1 of the San Ysidro School District, this 11th day of March, 2021 by the following vote:

AYES: Members

NOES: Members

ABSTAIN: Members

ABSENT: Members

- - - - - - - - - - - - - - -

STATE OF CALIFORNIA)
)ss
COUNTY OF SAN DIEGO)

I, Gina A. Potter, Ed.D., Secretary of the Board of Education of the San Ysidro School District, County of San Diego, State of California, do hereby certify that the foregoing is a true copy of a resolution adopted by said Board of Education, acting as the legislative body of Community Facilities District No. 1 of the San Ysidro School District, at a regular meeting thereof, at the time and by the vote therein stated, which original resolution is on file in the Office of said Board.

Date

Secretary of the Board of Education

SIXTH SUPPLEMENT AND AMENDMENT TO AGREEMENT FOR PLEDGE OF SPECIAL TAXES COMMUNITY FACILITIES DISTRICT NO. 1 (2021 CERTIFICATES OF PARTICIPATION)

THIS SIXTH SUPPLEMENT AND AMENDMENT TO AGREEMENT FOR PLEDGE OF SPECIAL TAXES is made and entered into by and between the SAN YSIDRO SCHOOL DISTRICT, a public school district, duly organized and existing under the Constitution and laws of the State of California (the "School District"), and COMMUNITY FACILITIES DISTRICT NO. 1 OF THE SAN YSIDRO SCHOOL DISTRICT (the "CFD"), a community facilities district formed and operating pursuant to the Mello-Roos Community Facilities Act of 1982, as amended.

RECITALS:

WHEREAS, the School District and the CFD have previously entered into that certain Agreement for Pledge of Special Taxes Community Facilities District No. 1 of San Ysidro School District 1998 Certificates of Participation, dated October 1, 1998, as supplemented by that certain First Supplement and Amendment to Agreement for Pledge of Special Taxes Community Facilities District No. 1, as supplemented by that certain Second Supplement and Amendment to Agreement for Pledge of Special Taxes Community Facilities District No. 1, as supplemented by that certain Third Supplement and Amendment to Agreement for Pledge of Special Taxes Community Facilities District No. 1, as supplemented by that certain Fourth Supplement and Amendment to Agreement for Pledge of Special Taxes Community Facilities District No. 1, and as supplemented by that certain Fifth Supplement and Amendment to Agreement for Pledge of Special Taxes Community Facilities District No. 1 (as so supplemented and amended, the "Pledge Agreement"); and

WHEREAS, the Pledge Agreement provides for the pledge of special taxes collected within the CFD to the payment of lease payments with respect to the San Ysidro School District 2012 Certificates of Participation (School Facilities Project) (the "2012 Certificates"), the San Ysidro School District 2015 Refunding Certificates of Participation (the "2015 Certificates"), and the San Ysidro School District 2016 Refunding Certificates of Participation (the "2016 Certificates"); and

WHEREAS, the Pledge Agreement provides that an additional pledge of special taxes levied and collected within the CFD may be made for certificates of participation executed and delivered on a parity basis with the 2012 Certificates, the 2015 Certificates, and the 2016 Certificates; and

WHEREAS, the School District is undertaking the prepayment of the outstanding 2012 Certificates by the execution and delivery of a series of certificates of participation to be executed and delivered on a parity with the 2015 Certificates and the 2016 Certificates; and

WHEREAS, the School District has determined and authorized actions necessary to execute and deliver certificates of participation designated as the "San Ysidro School District 2021 Certificates of Participation" (the "2021 Certificates"), such Certificates evidence direct, undivided fractional interests of the owners thereof in lease payments (the "2021 Lease Payments") to be made by the School District pursuant to a Lease Agreement, dated as of _____ 1, 2021 (the "2021 Lease"), between the School District and the San Ysidro Schools Public Financing Corporation; and

WHEREAS, pursuant to the 2021 Lease, the School District is obligated to make the 2021 Lease Payments to provide for the annual debt service for the 2021 Certificates; and

WHEREAS, the 2021 Certificates will be executed and delivered on a parity basis with the 2015 Certificates and the 2016 Certificates; and

WHEREAS, Community Facilities District No. 3 of the San Ysidro School District expects to issue its 2021 Special Tax Bonds (the "CFD No. 3 Bonds") for the purpose of financing and refinancing certain school facilities; and

WHEREAS, the special taxes pledged hereunder shall be pledged to the payments due on the CFD No. 3 Bonds on a subordinate basis to the pledge of such special taxes to the 2015 Certificates, the 2016 Certificates and the 2021 Certificates; and

WHEREAS, the proceeds of the 2021 Certificates shall be used to purchase the CFD No. 3 Bonds; and

WHEREAS, the CFD is authorized by the provisions of the Act, and in specific Government Code Section 53313.5(g), and its formation proceedings, in specific, Resolution Nos. 983401, 983405 and 983407 and Ordinance No. 983401, to levy, collect and expend special tax revenues from the CFD for specified school facilities financing purposes, including, but not limited to, making lease payments with respect to certificates of participation used to refinance the acquisition, construction and development of facilities for which the CFD was formed to finance; and

NOW, THEREFORE, BASED ON THE FOREGOING AND THE TERMS AND CONDITIONS CONTAINED HEREIN, THE PARTIES HERETO DO AGREE AS FOLLOWS:

Section 1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference.

Section 2. Definitions. The terms defined in this Section 2 shall, for all purposes of this Agreement, have the meanings herein specified.

"Administrative Expenses" means the expenses of the CFD which are necessary to the calculation, collection, administration and documentary requirements relating to the annual levy of the Special Taxes, the administering of the CFD and related costs and expenses.

"CFD No. 3 Bonds" means the Community Facilities District No. 3 of the San Ysidro School District 2021 Special Tax Bonds.

"Parity Certificates" means additional certificates of participation which may be executed and delivered by, or on behalf of, the School District.

"Special Tax Pooling Agreement" means that certain Special Tax Pooling Agreement dated as of _____ 1, 2021, by and among the School District, the CFD, Community Facilities District No. 2 of the San Ysidro School District, Community Facilities District No. 3 of the San Ysidro School District and U.S. Bank National Association.

"Special Taxes" means the special taxes levied and collected by the CFD.

"2021 Certificates" means the San Ysidro School District 2021 Certificates of Participation.

"2021 Lease Agreement" means the Lease Agreement, dated as _____ 1, 2021, by and between the School District and the San Ysidro Schools Public Financing Corporation.

"2021 Lease Payments" means the rental payments required to be made by the School District pursuant to the 2021 Lease.

Section 3. Amendment and Restatement of Section 4 of the Pledge Agreement. Section 4 of the Pledge Agreement is hereby amended and restated in its entirety as follows:

> "**Section 4. Pledge of Special Tax Revenues**. The Special Taxes received by the CFD, after deduction of Administrative Expenses, are hereby irrevocably pledged by the School District to the payment of the 2021 Lease Payments (subject to an additional pledge for Parity Certificates) (which shall be subject to the pledge made herein) and to the payment of the 2015 Lease Payments and the 2016 Lease Payments. The School District shall provide for the Special Taxes, pledged under this Section, upon receipt, to be transferred to the Certificates trustee for application to the 2021 Lease Payments with respect to the 2021 Certificates, the 2015 Lease Payments with respect to the 2015 Certificates and the 2016 Lease Payments with respect to the 2016 Certificates, and on a subordinate basis, to the CFD No. 3 Bonds in accordance with the Special Tax Pooling Agreement. The CFD, with the prior written consent of the School District, may also provide Special Tax revenues to the School District for the payment of lease payments to be made on Parity Certificates. No pledge of Special Taxes related to Parity Certificates shall be made, or occur, unless such Parity Certificates provide for the acquisition, installation or construction of public facilities which the CFD is authorized to fund or finance with Special Tax revenues. The CFD further agrees that the Special Tax revenues shall not be used for any other purpose during the term of this Agreement. This pledge shall become effective upon the execution and delivery of the 2021 Certificates. The School District agrees to use the Special Tax revenues delivered by the CFD to pay the 2021 Lease Payments under the 2021 Lease, the 2015 Lease Payments under the 2015 Lease, and the 2016 Lease Payments under the 2016 Lease, and to pay lease payments relative to Parity Certificates, to stand on a parity with the pledge made herein, if the Special Taxes are so pledged. In the event that the Special Taxes subject to the pledge set forth herein within any Fiscal Year exceed the aggregate amount of the 2015 Lease Payments, the 2016 Lease Payments and the 2017 Lease Payments due under the 2015 Lease Agreement, the 2016 Lease Agreement and the 2021 Lease Agreement, collectively, for the corresponding period, CFD No. 1 may expend such remaining Special Taxes on other school facilities projects upon which it is authorized to expend Special Taxes or upon Administrative Expenses of CFD No. 1 which then remain unpaid, provided, however, that Special Tax revenues, when combined with the special tax revenues collected within Community Facilities District No. 2 of the San Ysidro School District and Community Facilities District No. 3 of the San Ysidro School District, shall be held unspent in a revenue stabilization account for each fiscal year in an amount equal to at least the Minimum Required Balance set forth on Schedule A hereto for such fiscal year."

Section 4. Amendment and Restatement of Section 5 of the Pledge Agreement. Section 5 of the Pledge Agreement is hereby amended and restated in its entirety as follows:

> "**Section 5. Term**. The term of this Agreement shall commence upon the execution and delivery of the 2021 Certificates. The term of this Pledge Agreement shall continue until: (i) all the outstanding 2015 Certificates, 2016 Certificates, and 2021 Certificates are fully prepaid; (ii) the 2015 Certificates, 2016 Certificates, and 2021 Certificates are fully defeased; or (iii) September 1, 2050, unless, on September 1, 2050, any 2015 Certificates, 2016 Certificates, and 2021 Certificates are outstanding in which event this Agreement shall continue in full force and effect until 10 days after payment in full of all of the 2015 Certificates, 2016 Certificates, and 2021 Certificates, but in no event, later than September 1, 2060, whichever shall first occur. Upon the prepayment of all of the outstanding 2015 Certificates, 2016 Certificates, and 2021 Certificates or the complete defeasance of the 2015 Certificates, 2016 Certificates, and 2021 Certificates, this Agreement shall automatically, and immediately, terminate upon the occurrence of such event(s) without further action of either party hereto."

Section 5. Springing Amendments. Upon the defeasance of the 2015 Certificates and the 2016 Certificates, the following amendments shall become effective:

(a) The definition of "Parity Certificates" shall be stricken and replaced with the following definition:

" **'Parity Certificates'** means any debt obligations issued by or for the benefit of the School District and/or the CFD that is payable from Special Taxes on a parity basis with the pledge thereof to the 2021 Certificates. Parity Certificates may be issued for the purpose of refunding other debt obligations secured by the Special Taxes or for the purpose of financing eligible facilities of the CFD."

(b) Section 4 shall be stricken in its entirety and replaced with the following:

"The Special Taxes received by the CFD, after deduction of Administrative Expenses, are hereby irrevocably pledged to the payments due on the 2021 Certificates and on any Parity Certificates, and on a subordinate basis, to the CFD No. 3 Bonds. Special Taxes not needed for the purpose of making the payments set forth in the preceding sentence may be used by the School District and/or the CFD as permitted by law."

(c) Upon the defeasance of the 2015 Certificates and the 2016 Certificates, no further contributions to the Revenue Stabilization Fund shall be required and the School District and/or the District may use funds already on deposit in the Revenue Stabilization Fund in any manner permitted by law.

(d) Section 8 shall be stricken in its entirety and replaced with the following:

"This Pledge Agreement may be amended in any manner so long as such amendment does not materially adversely impact the owners of the 2021 Certificates and any Parity Certificates."

Section 6. Indemnity. The School District agrees to, and shall, indemnify and hold the CFD harmless from any loss, liability and expense, including reasonable attorneys' fees and costs, arising out of or relating to the execution and delivery of the 2015 Certificates, the 2016 Certificates, and/or the 2021 Certificates.

Section 7. Headings. The paragraph headings contained herein are for convenience and reference and are not intended to define or limit the scope of any provision of this Pledge Agreement.

Section 8. Notices. All notices, requests or communications required or permitted to be given in this Agreement shall be in writing and mailed or delivered to the respective party as follows:

To the CFD:	Community Facilities District No. 1 of San Ysidro School District c/o San Ysidro School District 4350 Otay Mesa Road San Ysidro, CA 92173-1685 Attn: Superintendent
To School District:	San Ysidro School District 4350 Otay Mesa Road San Ysidro, CA 92173-1685 Attn: Superintendent

The School District and the CFD may, by notice given hereunder, designate any further or different address to which subsequent notices and other communications shall be sent.

Section 9. Governing Law; Venue. The laws of the State of California shall govern the Agreement, the interpretation thereof and any right or liability arising hereunder. Any action or proceeding to enforce or interpret any provision of this Agreement shall be brought, commenced or prosecuted in the court of appropriate jurisdiction within San Diego County, California.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Agreement on the _____ day of _____, 2021.

SAN YSIDRO SCHOOL DISTRICT:

By:_____
Superintendent

THE COMMUNITY FACILITIES DISTRICT NO. 1 OF THE SAN YSIDRO SCHOOL DISTRICT:

By:_____
President of the Governing Board of the San Ysidro School District Acting as the Legislative Body of Community Facilities District No. 1

SCHEDULE A

Revenue Stabilization Account

Annual Minimum Required Balance

Fiscal Year Ending June 30	***Minimum Required Balance***
2021	$ 500,000
2022	500,000
2023	500,000
2024	500,000
2025	500,000
2026	500,000
2027	500,000
2028	500,000
2029	500,000
2030	500,000
2031	500,000
2032	500,000
2033	850,000
2034	1,050,000
2035	700,000
2036	475,000
2037	600,000
2038	750,000
2039	100,000
2040	100,000
2041	0

SPECIAL TAX POOLING AGREEMENT

This SPECIAL TAX POOLING AGREEMENT (this "Agreement"), dated as of _____ 1, 2021 is by and among the SAN YSIDRO SCHOOL DISTRICT (the "School District"), COMMUNITY FACILITIES DISTRICT NO. 1 OF THE SAN YSIDRO SCHOOL DISTRICT ("CFD No. 1"), COMMUNITY FACILITIES DISTRICT NO. 2 OF THE SAN YSIDRO SCHOOL DISTRICT ("CFD No. 2"), COMMUNITY FACILITIES DISTRICT NO. 3 OF THE SAN YSIDRO SCHOOL DISTRICT ("CFD No. 3," and with CFD No. 1 and CFD No. 2, the "Community Facilities Districts") and U.S. BANK NATIONAL ASSOCIATION ("U.S. Bank"), as trustee under that certain Trust Agreement dated as of _____ 1, 2021 (the "Trust Agreement"), by and among the School District, San Ysidro Schools Public Finance Corporation and U.S. Bank, and as fiscal agent under that certain Bond Indenture, dated as of _____ 1, 2021, by and between the School District and U.S. Bank.

RECITALS

WHEREAS, the School District has previously caused the execution and delivery, of several series of certificates of participation and may cause the execution and delivery in the future of additional series of certificates of participation (collectively, the "Certificates") for the purpose of financing or refinancing certain school facilities which are facilities eligible to be financed by the Community Facilities Districts; and

WHEREAS, pursuant to a Pledge Agreement and amendments thereto by and between the School District and each of the Community Facilities Districts, respectively (collectively, as amended, the "Pledge Agreements"), the Community Facilities Districts have pledged the special taxes collected within the Community Facilities Districts, after the payment of certain administrative expenses (the "Special Taxes"), to the lease payments evidenced by the Certificates; and

WHEREAS, in furtherance of the pledges memorialized in the Pledge Agreements: (i) the Community Facilities Districts have historically deposited all of the Special Taxes with the School District; (ii) the School District has historically aggregated the Special Taxes into a fund (the "CFD Special Tax Fund") held by the School District; and (iii) the School District has historically used the amounts within the CFD Special Tax Fund to make the lease payments evidenced by the Certificates and for certain other purposes permitted by the Pledge Agreements; and

WHEREAS, in order to comply with the provisions of the Pledge Agreements, the parties hereto desire to have U.S. Bank to establish a Special Tax Fund (the "Special Tax Fund") and have the School District transfer to U.S. Bank certain amounts currently held in the CFD Special Tax Fund; and

WHEREAS, the School District and the Community Facilities Districts desire to have U.S. Bank establish certain accounts and subaccounts within the Special Tax Fund to satisfy the requirements of the Pledge Agreements, as more fully set forth herein, and to use amounts on deposit within certain of the accounts within the Special Tax Fund to make the lease payments due with respect to the Certificates, including the 2021 Certificates (as defined herein); and

WHEREAS, the outstanding maturities of one series of Certificates, the San Ysidro School District 2012 Certificates of Participation (the "2012 Certificates"), are subject to special optional

prepayment at any time from the proceeds of any "Mello-Roos special tax bonds" issued by, or on behalf of, or for the benefit of the School District; and

WHEREAS, CFD No. 3 expects to issue special tax bonds (the "CFD No. 3 Bonds"), which will constitute "Mello-Roos special tax bonds" for purposes of the special optional prepayment provision of the 2012 Certificates, the proceeds of which will be used to defease and prepay the 2012 Certificates and finance certain additional authorized facilities; and

WHEREAS, in order to provide the funds necessary to prepay the 2012 Certificates and finance the additional authorized facilities, the School District desires to cause the execution and delivery of its 2021 Certificates of Participation (the "2021 Certificates") for the purpose of acquiring the CFD No. 3 Bonds, and

WHEREAS, in connection with the execution and delivery of the 2021 Certificates, each of the Community Facilities Districts will enter into an amendment to its respective Pledge Agreement with the School District (the "Pledge Agreement Amendments") for the purpose of pledging its Special Taxes to the payments due on the 2021 Certificates on a parity basis with the pledge to the other Certificates; and

WHEREAS, the Pledge Agreements permit the Community Facilities Districts to pledge the Special Taxes to the payment of lease payments evidenced by certificates of participation of the School District on a parity with the pledge of the Special Taxes to the 2015 Certificates and the 2016 Certificates; and

WHEREAS, the 2021 Certificates constitute "certificates of participation" of the School District and the Special Taxes can thus be pledged to the payments thereon on a parity with the pledge of the Special Taxes to the other Certificates; and

WHEREAS, in accordance with this Agreement, the parties hereto intend that all of the Special Taxes deposited to the subaccount of the Special Tax Fund that relates to the 2021 Certificates be available to make the payments due on the CFD No. 3 Bonds on a subordinate basis to the pledge of such Special Taxes to the 2021 Certificates; and

WHEREAS, Section 4 of the Pledge Agreements allows the Community Facilities Districts to use Special Taxes remaining after making the required contribution to the Revenue Stabilization Account created thereunder and the required lease payments evidenced by the Certificates (the "Excess Special Taxes") on other school facilities projects; and

WHEREAS, because the CFD No. 3 Bonds are being issued for the purpose of financing and refinancing school facilities projects, Excess Special Taxes on deposit in the subaccount of the Special Tax Fund that relates to the 2021 Certificates may be pledged to the payments thereon, with such payments being subordinate to the pledge of the Special Taxes to make the lease payments evidenced by the Certificates; and

WHEREAS, the payments of principal and interest due on the CFD No. 3 Bonds have been sized to match the payments of principal and interest due with respect to the 2021 Certificates; and

WHEREAS, the School District and CFD No. 3 hereby agree that, to the extent that a payment of principal and/or interest is made with respect to the 2021 Certificates, such payment shall

act as a credit to CFD No. 3 for the corresponding payment due on the CFD No. 3 Bonds and CFD No. 3 shall be excused of its obligation to make such corresponding payment;

NOW, THEREFORE, the parties hereto, for and in consideration of the promises of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby consent and agree as follows:

SECTION 1. The Recitals hereof are true and correct.

SECTION 2. The following accounts and subaccounts shall be created within the Special Tax Fund:

(a) The CFD No. 1 Account;

(b) The CFD No. 2 Account;

(c) The CFD No. 3 Account;

(d) The Revenue Stabilization Account;

(e) The Certificate Payment Account, which shall contain a subaccount for each series of Certificates then outstanding;

(f) A CFD No. 1 Surplus Account;

(g) A CFD No. 2 Surplus Account; and

(h) A CFD No. 3 Surplus Account.

SECTION 3. In each fiscal year, all Special Taxes when collected, less any amount retained by the School District for the payment of certain reasonable administrative expenses, shall be transferred to U.S. Bank for deposit to the Special Tax Fund, and the following transfers shall be made:

(a) First, the Special Taxes collected from within CFD No. 1, CFD No. 2 and CFD No. 3 shall be transferred to the CFD No. 1 Account, the CFD No. 2 Account and the CFD No. 3 Account, respectively;

(b) Second, any amount necessary to increase the amount on deposit in the Revenue Stabilization Account to the Minimum Required Balance for the current fiscal year shall be transferred to the Revenue Stabilization Account, from each of the CFD No. 1 Account, the CFD No. 2 Account and the CFD No. 3 Account, with the transfer from each Account being made as nearly as practicable on a pro rata basis based on total Special Taxes levied in such fiscal year for each of the Community Facilities Districts (a "Pro Rata Basis"), as set forth in a Certificate provided by the District annually to U.S. Bank, in substantially the form attached hereto as Exhibit A;

(c) Third, any amounts on deposit in the Revenue Stabilization Account as of July 1 of each fiscal year that are in excess of the Minimum Required Balance for such fiscal year shall be transferred, on a Pro Rata Basis, to the CFD No. 1 Account, the CFD No. 2 Account and the CFD No. 3 Account, respectively;

(d) Fourth, for each series of Certificates, including the 2021 Certificates and any Certificates issued in the future on a parity basis with the Certificates issued to date, an amount equal to the interest coming due on the March 1 in such fiscal year and the principal and interest coming due on the September 1 of the following fiscal year with respect to such Certificates shall be transferred, from each of the CFD No. 1 Account, the CFD No. 2 Account and the CFD No. 3 Account, on a Pro Rata Basis, into the applicable subaccount of the Certificate Payment Account, and used to make the payments of principal and interest due with respect to such series of Certificates, as the same shall become due; and

(e) Fifth, any remaining amounts on deposit in each of the CFD No. 1 Account, the CFD No. 2 Account and the CFD No. 3 Account after the transfers required by (b), (c) and (d) above shall be transferred to the CFD No. 1 Surplus Account, the CFD No. 2 Surplus Account and the CFD No. 3 Surplus Account, respectively. Amounts on deposit in the Surplus Account may be requisitioned by the School District for use by the School District for any lawful purpose upon the presentation to U.S. Bank of a written instrument signed by the Superintendent or Chief Business Official of the School District that states the amount to be requisitioned. On the last business day of each fiscal year, amounts on deposit in the CFD No. 1 Surplus Account, the CFD No. 2 Surplus Account and the CFD No. 3 Surplus Account shall be transferred to the School District in accordance with instructions provided to U.S. Bank by the Superintendent or Chief Business Official of the School District for use by the School District for any lawful purpose.

SECTION 4. The parties hereto agree that the Special Taxes shall be pledged to the payment of the Certificates on a parity basis in accordance with the Pledge Agreements. The parties hereto further agree that the Special Taxes deposited to the subaccount of the Certificate Payment Account relating to the 2021 Certificates shall be pledged to the payment of the CFD No. 3 Bonds on a subordinate basis to the pledge of such moneys to the Certificates, except as set forth in the following section.

SECTION 5. To the extent that Special Taxes from the subaccount of the Certificate Payment Account relating to the 2021 Certificates are used to make the lease payments evidenced by the 2021 Certificates, such payments shall be credited against and satisfy the obligation of CFD No. 3 to make the corresponding payments on the CFD No. 3 Bonds.

SECTION 6. Upon the prepayment of any Special Taxes within CFD No. 3, CFD No. 3 and the School District shall determine if the remaining Special Taxes from the Community Facilities Districts, if levied and collected in accordance with the applicable Rate and Method of Apportionment, will produce revenues in each fiscal year, after the payment of estimated administrative expenses, to generate an amount equal to at least 110% of the principal and interest due with respect to the Certificates in such fiscal year ("110% Coverage"). If the remaining Special Taxes are determined to produce 110% Coverage, then the amount of the Special Taxes prepaid may be used by CFD No. 3 for authorized facilities. However, if the remaining Special Taxes are determined not to produce 110% Coverage, then such Special Taxes shall be used by U.S. Bank to redeem bonds in accordance with the bond indenture pursuant to which the CFD No. 3 Bonds were issued

SECTION 7. The parties hereto agree that amounts on deposit in the Revenue Stabilization Account shall be yield restricted as follows:

Amounts in the Revenue Stabilization Fund that are expected not to be depleted annually will be invested at a yield not in excess of the lowest yield on the Certificates or in obligations the interest upon which is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of the alternative minimum tax.

SECTION 8. The School District and the Community Facilities Districts hereby covenant that none of the School District or the Community Facilities Districts will execute and deliver Certificates or cause the issuance of any other form of indebtedness secured by the Special Taxes (the "Future Debt") unless: (i) the aggregate Special Taxes levied against developed property in each fiscal year in all three Community Facilities Districts, after deducting for the payment of reasonable administrative expenses and any required deposit to the Revenue Stabilization Account, will in each fiscal year be equal to at least 110% of the debt service coming due in such fiscal year on the Certificates and any other form of indebtedness secured by the Special Taxes, including the Future Debt, and (ii) the ratio of the assessed or appraised value of the developed property within the three Community Facilities Districts to the outstanding principal amount of the Certificates and any other form of indebtedness secured by the Special Taxes, including the Future Debt, together with any other indebtedness within the Community Facilities Districts that is secured by a special tax or assessment, is at least 5:1.

SECTION 9. U.S. Bank shall be entitled to the same protections hereunder that it has under the Trust Agreement.

SECTION 10. This Agreement shall become effective upon its execution and delivery.

SECTION 11. This Agreement may be executed in several counterparts, each of which shall be deemed as an original, all of which shall constitute but one of the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and acknowledged all as of the day and year first above written.

SAN YSIDRO SCHOOL DISTRICT

By: _____
Superintendent

COMMUNITY FACILITIES DISTRICT NO. 1 OF THE SAN YSIDRO SCHOOL DISTRICT

By: _____
Superintendent of the San Ysidro School District, acting on behalf of Community Facilities District No. 1 of the San Ysidro School District

COMMUNITY FACILITIES DISTRICT NO. 2 OF THE SAN YSIDRO SCHOOL DISTRICT

By: _____
Superintendent of the San Ysidro School District, acting on behalf of Community Facilities District No. 2 of the San Ysidro School District

COMMUNITY FACILITIES DISTRICT NO. 3 OF THE SAN YSIDRO SCHOOL DISTRICT

By: _____
Superintendent of the San Ysidro School District, acting on behalf of Community Facilities District No. 3 of the San Ysidro School District

U.S. BANK NATIONAL ASSOCIATION, as trustee and fiscal agent

By: _____
Authorized Officer

EXHIBIT A

FORM OF PRO RATA BASIS CERTIFICATE

The undersigned hereby represents to U.S. Bank National Association ("U.S. Bank"), pursuant to that Special Tax Pooling Agreement (the "Special Tax Pooling Agreement") dated as of _____ 1, 2021, by and among U.S. Bank, the San Ysidro School District, Community Facilities District No. 1 of the San Ysidro School District, Community Facilities District No. 2 of the San Ysidro School District and Community Facilities District No. 3 of the San Ysidro School District, that the special tax levy for fiscal year _____ within each Community Facilities District is as follows:

Community Facilities District No. 1: _____

Community Facilities District No. 2: _____

Community Facilities District No. 3: _____

Accordingly, the Pro Rata Basis (as such term is defined in the Special Tax Pooling Agreement) for each Community Facilities District for fiscal year _____ is as follows:

Community Facilities District No. 1: _____

Community Facilities District No. 2: _____

Community Facilities District No. 3: _____

SAN YSIDRO SCHOOL DISTRICT

By: _____
Authorized Officer

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board **BOARD MEETING DATE:** March 11, 2021

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: RESOLUTION NO. 20/21-0023 OF THE BOARD OF EDUCATION OF THE SAN YSIDRO SCHOOL DISTRICT, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2 OF THE SAN YSIDRO SCHOOL DISTRICT, AUTHORIZING THE EXECUTION AND DELIVERY OF A PLEDGE AGREEMENT AMENDMENT AND TAKING CERTAIN OTHER ACTIONS IN CONNECTION THEREWITH

BACKGROUND INFORMATION:
The CFD No. 2 Resolution approves the associated Pledge Agreement Amendment required to pledge the special taxes from CFD No. 2 to the 2021 COPs and the CFD No. 3 Bonds. The CFD No. 2 Resolution also approves a Special Tax Pooling Agreement pursuant to which the special taxes will be allocated to make the payments due on the District's 2015 COPs, 2016 COPs and 2021 COPs, and on the CFD No. 3 Bonds, all in accordance with the terms of the Pledge Agreements, as amended. The Pledge Agreements, as amended, will require that the special taxes be pledged first to the payment of the 2015 COPs, the 2016 COPs and the 2021 COPs, on a parity basis with each other, and then to the payment of the CFD No. 3 Bonds, on a subordinate basis.

RECOMMENDATION:
Approve and Adopt Resolution No. 20/21-0023. *The District's bond counsel will be available to provide a brief explanation and answer any questions the Governing Board may have.*

LCAP GOAL AND ACTION/SERVICE (please indicate):

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

Financial Implications?	Are funds for this item available in the 2020-2021 Budget?	Requisition #
☐ Yes ☒ No	☐ Yes ☐ No	
N/A (Amount)	N/A (Name of funding source and/or location)	

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

RESOLUTION NO. 20/21-0023

RESOLUTION OF THE BOARD OF EDUCATION OF THE SAN YSIDRO SCHOOL DISTRICT, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2 OF THE SAN YSIDRO SCHOOL DISTRICT, AUTHORIZING THE EXECUTION AND DELIVERY OF A PLEDGE AGREEMENT AMENDMENT AND TAKING CERTAIN OTHER ACTIONS IN CONNECTION THEREWITH

WHEREAS, the Board of Education of the San Ysidro School District (the "School District"), located in San Diego County, California (hereinafter sometimes referred to as the "legislative body of the District"), has heretofore undertaken proceedings to form Community Facilities District No. 2 of the San Ysidro School District (the "District") pursuant to the terms and provisions of the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California (the "Act"); and

WHEREAS, the School District has previously caused several series of Certificates of Participation to be executed and delivered, including its 2012 Certificates of Participation (the "2012 Certificates"), its 2015 Certificates of Participation (the "2015 Certificates") and its 2016 Certificates of Participation (the "2016 Certificates"), all of which are payable on a parity basis with each other from special taxes (the "Special Taxes") collected within the District, Community Facilities District No. 1 of the San Ysidro School District ("CFD No. 1") and Community Facilities District No. 3 of the San Ysidro School District ("CFD No. 3," and with the District and CFD No. 1, the "Community Facilities Districts") pursuant to various pledge agreements, and amendments relating thereto (collectively, the "Pledge Agreements"), by and between the School District and each of the District, CFD No. 1 and CFD No. 3, respectively; and

WHEREAS, the 2012 Certificates are subject to special optional prepayment at any time from the proceeds of any "Mello-Roos special tax bonds" issued by, or on behalf of, or for the benefit of the School District; and

WHEREAS, the Pledge Agreements permit the Community Facilities Districts to pledge the Special Taxes to the payment of lease payments securing certificates of participation of the District on a parity with the pledge of the Special Taxes to the 2015 Certificates and the 2016 Certificates; and

WHEREAS, CFD No. 3 expects to issue special tax bonds (the "CFD No. 3 Bonds"), which will constitute "Mello-Roos special tax bonds" for purposes of the special optional prepayment provision of the 2012 Certificates, the proceeds of which will be used to defease and prepay the 2012 Certificates, and provide certain additional proceeds for eligible facilities; and

WHEREAS, the School District will cause the execution and delivery of its 2021 Certificates of Participation (the "2021 Certificates") to provide funds for its purchase of the CFD No. 3 Bonds, which 2021 Certificates will be certificates of participation under the Pledge Agreements eligible to have the Special Taxes pledged for their repayment on a parity basis with the pledge thereof to the 2015 Certificates and the 2016 Certificates; and

WHEREAS, each of CFD No. 1, the District and CFD No. 3 will enter into further amendments to the Pledge Agreements (the "2021 Pledge Agreement Amendments") with the School District to pledge the Special Taxes to the 2021 Certificates on a parity with the pledge of such Special Taxes to the 2015 Certificates and the 2016 Certificates; and

WHEREAS, U.S. Bank National Association, as trustee for the 2021 Certificates (the "Trustee"), the Community Facilities Districts and the School District will enter into a Special Tax Pooling Agreement (the "Special Tax Agreement") pursuant to which each of such parties will agree that the Special Taxes, once collected and following the payment of certain administrative expenses, shall be transferred by the School District to the Trustee for application in accordance with the terms of the Special Tax Agreement and the Pledge Agreements, as amended by the 2021 Pledge Agreement Amendments; and

WHEREAS, pursuant to the Special Tax Agreement, CFD No. 1, the District and CFD No. 3 will pledge their Special Taxes: (i) to the payments due on the 2021 Certificates on a parity basis with the pledge of the Special Taxes to the 2015 Certificates and the 2016 Certificates, and (ii) to the payments due on the CFD No. 3 Bonds on a subordinate basis to the pledge of such Special Taxes to the 2015 Certificates, the 2016 Certificates and the 2021 Certificates; and

WHEREAS, CFD No. 2 is authorized to incur $30,000,000 of bonded indebtedness; and

WHEREAS, CFD No. 2 has sufficient remaining authorized bonded indebtedness to pledge its Special Taxes to the 2021 Certificates and the CFD No. 3 Bonds as set forth herein; and

NOW, THEREFORE, THE BOARD OF EDUCATION OF THE SCHOOL DISTRICT, ACTING AS THE LEGISLATIVE BODY OF THE DISTRICT, DOES HEREBY RESOLVE, ORDER AND DETERMINE AS FOLLOWS:

SECTION 1. Each of the above recitals is true and correct.

SECTION 2. The form of the 2021 Pledge Agreement Amendment relating to the District and the Special Tax Agreement presented herewith is hereby approved; and any one of the President or Secretary of the legislative body of the District, the Superintendent of the School District or the Chief Business Official of the School District, and their written designees (collectively, the "Authorized Officers"), is hereby authorized and directed, for and in the name of the District, to execute such agreements substantially in the form approved, with such additions thereto and changes therein as may be approved or required by an Authorized Officer. Approval of such additions and changes shall be conclusively evidenced by the execution and delivery of such agreements.

SECTION 3. The Authorized Officers are each authorized to provide for all services necessary to effect the execution and delivery of the execution and delivery of the 2021 Pledge Agreement Amendments and the Special Tax Agreement, the execution and delivery of the 2021 Certificates and the issuance of the CFD No. 3 Bonds.

SECTION 4. All actions heretofore taken by officers and agents of the District and the School District with respect to the execution and delivery of the 2021 Pledge Agreement Amendments and the Special Tax Agreement, the sale and issuance of the CFD No. 3 Bonds and the execution and delivery of the 2021 Certificates, are hereby approved, confirmed and ratified, and the President and Secretary of the legislative body of the District, the Superintendent, the Chief Business Official, and the other officers and staff of the School District and the District responsible for the fiscal affairs of the District are hereby authorized and directed to take any actions and execute and deliver any and all documents as are necessary to accomplish such purposes in accordance with the provisions of this Resolution. In the event that the

President of the legislative body of the District is unavailable to sign any document authorized for execution herein, any other member of the legislative body of the District or the Superintendent or the Chief Business Official, or their written designee, may sign such document. Any document authorized herein to be signed by the Secretary of the legislative body of the District may be signed by a duly appointed deputy or assistant secretary.

SECTION 5. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the Board of Education of the San Ysidro School District of San Diego County, California, acting as the legislative body of Community Facilities District No. 2 of the San Ysidro School District, this 11th day of March 2021 by the following vote:

AYES: Members

NOES: Members

ABSTAIN: Members

ABSENT: Members

- - - - - - - - - - - - - - -

STATE OF CALIFORNIA)
)ss
COUNTY OF SAN DIEGO)

I, Gina A. Potter, Ed.D., Secretary of the Board of Education of the San Ysidro School District, County of San Diego, State of California, do hereby certify that the foregoing is a true copy of a resolution adopted by said Board of Education, acting as the legislative body of Community Facilities District No. 2 of the San Ysidro School District, at a regular meeting thereof, at the time and by the vote therein stated, which original resolution is on file in the Office of said Board.

Date

Secretary of the Board of Education

FIFTH SUPPLEMENT AND AMENDMENT TO AGREEMENT FOR PLEDGE OF SPECIAL TAXES COMMUNITY FACILITIES DISTRICT NO. 2 (2021 CERTIFICATES OF PARTICIPATION)

THIS FIFTH SUPPLEMENT AND AMENDMENT TO AGREEMENT FOR PLEDGE OF SPECIAL TAXES is made and entered into by and between the SAN YSIDRO SCHOOL DISTRICT, a public school district, duly organized and existing under the Constitution and laws of the State of California (the "School District"), and COMMUNITY FACILITIES DISTRICT NO. 2 OF THE SAN YSIDRO SCHOOL DISTRICT (the "CFD"), a community facilities district formed and operating pursuant to the Mello-Roos Community Facilities Act of 1982, as amended.

RECITALS:

WHEREAS, the School District and the CFD have previously entered into that certain Agreement for Pledge of Special Taxes Community Facilities District No. 2 of San Ysidro School District 2005 Certificates of Participation, dated January 1, 2005, as supplemented by that certain First Supplement and Amendment to Agreement for Pledge of Special Taxes Community Facilities District No. 2, as supplemented by that certain Second Supplement and Amendment to Agreement for Pledge of Special Taxes Community Facilities District No. 2, as supplemented by that certain Third Supplement and Amendment to Agreement for Pledge of Special Taxes Community Facilities District No. 2, and as supplemented by that certain Fourth Supplement and Amendment to Agreement for Pledge of Special Taxes Community Facilities District No. 2 (as so supplemented and amended, the "Pledge Agreement"); and

WHEREAS, the Pledge Agreement provides for the pledge of special taxes collected within the CFD to the payment of lease payments with respect to the San Ysidro School District 2012 Certificates of Participation (School Facilities Project) (the "2012 Certificates"), the San Ysidro School District 2015 Refunding Certificates of Participation (the "2015 Certificates") and the San Ysidro School District 2016 Refunding Certificates of Participation (the "2016 Certificates"); and

WHEREAS, the Pledge Agreement provides that an additional pledge of special taxes levied and collected within the CFD may be made for certificates of participation executed and delivered on a parity basis with the the 2012 Certificates, the 2015 Certificates and the 2016 Certificates; and

WHEREAS, the School District is undertaking the prepayment of the outstanding 2012 Certificates by the execution and delivery of a series of certificates of participation to be executed and delivered on parity with the 2015 Certificates and the 2016 Certificates; and

WHEREAS, the School District has determined and authorized actions necessary to execute and deliver certificates of participation designated as the "San Ysidro School District 2021 Certificates of Participation" (the "2021 Certificates"), such Certificates evidence direct, undivided fractional interests of the owners thereof in lease payments (the "2021 Lease Payments") to be made by the School District pursuant to a Lease Agreement, dated as of _____ 1, 2021 (the "2021 Lease"), between the School District and the San Ysidro Schools Public Financing Corporation; and

WHEREAS, pursuant to the 2021 Lease, the School District is obligated to make the 2021 Lease Payments to provide for the annual debt service for the 2021 Certificates; and

WHEREAS, the 2021 Certificates will be executed and delivered on a parity basis with the 2015 Certificates and the 2016 Certificates; and

WHEREAS, Community Facilities District No. 3 of the San Ysidro School District expects to issue its 2021 Special Tax Bonds (the "CFD No. 3 Bonds") for the purpose of financing and refinancing certain school facilities; and

WHEREAS, the special taxes pledged hereunder shall be pledged to the payments due on the CFD No. 3 Bonds on a subordinate basis to the pledge of such special taxes to the 2015 Certificates, the 2016 Certificates and the 2021 Certificates; and

WHEREAS, the proceeds of the 2021 Certificates shall be used to purchase the CFD No. 3 Bonds; and

WHEREAS, the CFD is authorized by the provisions of the Act, and in specific Government Code Section 53313.5(g), and its formation proceedings, in specific, Resolution Nos. 983401, 983405 and 983407 and Ordinance No. 983401, to levy, collect and expend special tax revenues from the CFD for specified school facilities financing purposes, including, but not limited to, making lease payments with respect to certificates of participation used to refinance the acquisition, construction and development of facilities for which the CFD was formed to finance; and

NOW, THEREFORE, BASED ON THE FOREGOING AND THE TERMS AND CONDITIONS CONTAINED HEREIN, THE PARTIES HERETO DO AGREE AS FOLLOWS:

Section 1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference.

Section 2. Definitions. The terms defined in this Section 2 shall, for all purposes of this Agreement, have the meanings herein specified.

"Administrative Expenses" means the expenses of the CFD which are necessary to the calculation, collection, administration and documentary requirements relating to the annual levy of the Special Taxes, the administering of the CFD and related costs and expenses.

"CFD No. 3 Bonds" means the Community Facilities District No. 3 of the San Ysidro School District 2021 Special Tax Bonds.

"Parity Certificates" means additional certificates of participation which may be executed and delivered by, or on behalf of, the School District.

"Special Tax Pooling Agreement" means that certain Special Tax Pooling Agreement dated as of _____ 1, 2021, by and among the School District, the CFD, Community Facilities District No. 1 of the San Ysidro School District, Community Facilities District No. 3 of the San Ysidro School District and U.S. Bank National Association.

"Special Taxes" means the special taxes levied and collected by the CFD.

"2021 Certificates" means the San Ysidro School District 2021 Certificates of Participation.

"2021 Lease Agreement" means the Lease Agreement, dated as _____ 1, 2021, by and between the School District and the San Ysidro Schools Public Financing Corporation.

"2021 Lease Payments" means the rental payments required to be made by the School District pursuant to the 2021 Lease.

Section 3. Amendment and Restatement of Section 4 of the Pledge Agreement. Section 4 of the Pledge Agreement is hereby amended and restated in its entirety as follows:

> "**Section 4. Pledge of Special Tax Revenues**. The Special Taxes received by the CFD, after deduction of Administrative Expenses, are hereby irrevocably pledged by the School District to the payment of the 2021 Lease Payments (subject to an additional pledge for Parity Certificates) (which shall be subject to the pledge made herein) and to the payment of the 2015 Lease Payments and the 2016 Lease Payments. The School District shall provide for the Special Taxes, pledged under this Section, upon receipt, to be transferred to the Certificates trustee for application to the 2021 Lease Payments with respect to the 2021 Certificates, the 2015 Lease Payments with respect to the 2015 Certificates, and the 2016 Lease Payments with respect to the 2016 Certificates, and on a subordinate basis, to the CFD No. 3 Bonds in accordance with the Special Tax Pooling Agreement. The CFD, with the prior written consent of the School District, may also provide Special Tax revenues to the School District for the payment of lease payments to be made on Parity Certificates. No pledge of Special Taxes related to Parity Certificates shall be made, or occur, unless such Parity Certificates provide for the acquisition, installation or construction of public facilities which the CFD is authorized to fund or finance with Special Tax revenues. The CFD further agrees that the Special Tax revenues shall not be used for any other purpose during the term of this Agreement. This pledge shall become effective upon the execution and delivery of the 2021 Certificates. The School District agrees to use the Special Tax revenues delivered by the CFD to pay the 2021 Lease Payments under the 2021 Lease, the 2015 Lease Payments under the 2015 Lease, and the 2016 Lease Payments under the 2016 Lease and to pay lease payments relative to Parity Certificates, to stand on a parity with the pledge made herein, if the Special Taxes are so pledged. In the event that the Special Taxes subject to the pledge set forth herein within any Fiscal Year exceed the amount of the 2015 Lease Payments, the 2016 Lease Payments and the 2021 Lease Payments due under the Lease Agreement for the corresponding period, the CFD may expend such remaining Special Taxes on other school facilities projects upon which it is authorized to expend Special Taxes or upon Administrative Expenses of the CFD which then remain unpaid, provided, however, that Special Tax revenues, when combined with the special tax revenues collected within Community Facilities District No. 1 of the San Ysidro School District and Community Facilities District No. 3 of the San Ysidro School District, shall be held unspent in a revenue stabilization account for each fiscal year in an amount equal to at least the Minimum Required Balance set forth on Schedule A hereto for such fiscal year."

Section 4. Amendment and Restatement of Section 5 of the Pledge Agreement. Section 5 of the Pledge Agreement is hereby amended and restated in its entirety as follows:

> "**Section 5. Term**. The term of this Agreement shall commence upon the execution and delivery of the 2021 Certificates. The term of this Pledge Agreement shall continue until: (i) all the outstanding 2015 Certificates, 2016 Certificates, and 2021 Certificates are fully prepaid; (ii) the 2015 Certificates, 2016 Certificates, and 2021 Certificates are fully defeased; or (iii) September 1, 2050, unless, on September 1, 2050, any 2015 Certificates, 2016 Certificates, or 2021 Certificates are outstanding in which event this Agreement shall continue in full force and effect until 10 days after payment in full of all of the 2015 Certificates, 2016 Certificates, and 2021 Certificates, but in no event, later than September 1, 2060, whichever shall first occur. Upon the prepayment of all of the outstanding 2015 Certificates, 2016 Certificates, and 2021 Certificates or the complete defeasance of the 2015 Certificates, 2016 Certificates, and 2021 Certificates, this Agreement shall automatically, and immediately, terminate upon the occurrence of such event(s) without further action of either party hereto."

Section 5. Springing Amendments. Upon the defeasance of the 2015 Certificates and the 2016 Certificates, the following amendments shall become effective:

(a) The definition of "Parity Certificates" shall be stricken and replaced with the following definition:

" **'Parity Certificates'** means any debt obligations issued by or for the benefit of the School District and/or the CFD that is payable from Special Taxes on a parity basis with the pledge thereof to the 2021 Certificates. Parity Certificates may be issued for the purpose of refunding other debt obligations secured by the Special Taxes or for the purpose of financing eligible facilities of the CFD."

(b) Section 4 shall be stricken in its entirety and replaced with the following:

"The Special Taxes received by the CFD, after deduction of Administrative Expenses, are hereby irrevocably pledged to the payments due on the 2021 Certificates and on any Parity Certificates, and on a subordinate basis, to the CFD No. 3 Bonds. Special Taxes not needed for the purpose of making the payments set forth in the preceding sentence may be used by the School District and/or the CFD as permitted by law."

(c) Upon the defeasance of the 2015 Certificates and the 2016 Certificates, no further contributions to the Revenue Stabilization Fund shall be required and the School District and/or the District may use funds already on deposit in the Revenue Stabilization Fund in any manner permitted by law.

(d) Section 8 shall be stricken in its entirety and replaced with the following:

"This Pledge Agreement may be amended in any manner so long as such amendment does not materially adversely impact the owners of the 2021 Certificates and any Parity Certificates."

Section 6. Indemnity. The School District agrees to, and shall, indemnify and hold the CFD harmless from any loss, liability and expense, including reasonable attorneys' fees and costs, arising out of or relating to the execution and delivery of the 2015 Certificates, the 2016 Certificates, and/or the 2021 Certificates.

Section 7. Headings. The paragraph headings contained herein are for convenience and reference and are not intended to define or limit the scope of any provision of this Pledge Agreement.

Section 8. Notices. All notices, requests or communications required or permitted to be given in this Agreement shall be in writing and mailed or delivered to the respective party as follows:

To the CFD:	Community Facilities District No. 2 of San Ysidro School District c/o San Ysidro School District 4350 Otay Mesa Road San Ysidro, CA 92173-1685 Attn: Superintendent
To School District:	San Ysidro School District 4350 Otay Mesa Road San Ysidro, CA 92173-1685 Attn: Superintendent

The School District and the CFD may, by notice given hereunder, designate any further or different address to which subsequent notices and other communications shall be sent.

Section 9. Governing Law; Venue. The laws of the State of California shall govern the Agreement, the interpretation thereof and any right or liability arising hereunder. Any action or proceeding to enforce or interpret any provision of this Agreement shall be brought, commenced or prosecuted in the court of appropriate jurisdiction within San Diego County, California.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Agreement on the ____ day of _____, 2021.

SAN YSIDRO SCHOOL DISTRICT:

By:_____
Superintendent

THE COMMUNITY FACILITIES DISTRICT NO. 2 OF THE SAN YSIDRO SCHOOL DISTRICT:

By:_____
President of the Governing Board of the San Ysidro School District Acting as the Legislative Body of Community Facilities District No. 2

SCHEDULE A

Revenue Stabilization Account

Annual Minimum Required Balance

Fiscal Year Ending June 30	***Minimum Required Balance***
2021	$ 500,000
2022	500,000
2023	500,000
2024	500,000
2025	500,000
2026	500,000
2027	500,000
2028	500,000
2029	500,000
2030	500,000
2031	500,000
2032	500,000
2033	850,000
2034	1,050,000
2035	700,000
2036	475,000
2037	600,000
2038	750,000
2039	100,000
2040	100,000
2041	0

SPECIAL TAX POOLING AGREEMENT

This SPECIAL TAX POOLING AGREEMENT (this "Agreement"), dated as of _____ 1, 2021 is by and among the SAN YSIDRO SCHOOL DISTRICT (the "School District"), COMMUNITY FACILITIES DISTRICT NO. 1 OF THE SAN YSIDRO SCHOOL DISTRICT ("CFD No. 1"), COMMUNITY FACILITIES DISTRICT NO. 2 OF THE SAN YSIDRO SCHOOL DISTRICT ("CFD No. 2"), COMMUNITY FACILITIES DISTRICT NO. 3 OF THE SAN YSIDRO SCHOOL DISTRICT ("CFD No. 3," and with CFD No. 1 and CFD No. 2, the "Community Facilities Districts") and U.S. BANK NATIONAL ASSOCIATION ("U.S. Bank"), as trustee under that certain Trust Agreement dated as of _____ 1, 2021 (the "Trust Agreement"), by and among the School District, San Ysidro Schools Public Finance Corporation and U.S. Bank, and as fiscal agent under that certain Bond Indenture, dated as of _____ 1, 2021, by and between the School District and U.S. Bank.

RECITALS

WHEREAS, the School District has previously caused the execution and delivery, of several series of certificates of participation and may cause the execution and delivery in the future of additional series of certificates of participation (collectively, the "Certificates") for the purpose of financing or refinancing certain school facilities which are facilities eligible to be financed by the Community Facilities Districts; and

WHEREAS, pursuant to a Pledge Agreement and amendments thereto by and between the School District and each of the Community Facilities Districts, respectively (collectively, as amended, the "Pledge Agreements"), the Community Facilities Districts have pledged the special taxes collected within the Community Facilities Districts, after the payment of certain administrative expenses (the "Special Taxes"), to the lease payments evidenced by the Certificates; and

WHEREAS, in furtherance of the pledges memorialized in the Pledge Agreements: (i) the Community Facilities Districts have historically deposited all of the Special Taxes with the School District; (ii) the School District has historically aggregated the Special Taxes into a fund (the "CFD Special Tax Fund") held by the School District; and (iii) the School District has historically used the amounts within the CFD Special Tax Fund to make the lease payments evidenced by the Certificates and for certain other purposes permitted by the Pledge Agreements; and

WHEREAS, in order to comply with the provisions of the Pledge Agreements, the parties hereto desire to have U.S. Bank to establish a Special Tax Fund (the "Special Tax Fund") and have the School District transfer to U.S. Bank certain amounts currently held in the CFD Special Tax Fund; and

WHEREAS, the School District and the Community Facilities Districts desire to have U.S. Bank establish certain accounts and subaccounts within the Special Tax Fund to satisfy the requirements of the Pledge Agreements, as more fully set forth herein, and to use amounts on deposit within certain of the accounts within the Special Tax Fund to make the lease payments due with respect to the Certificates, including the 2021 Certificates (as defined herein); and

WHEREAS, the outstanding maturities of one series of Certificates, the San Ysidro School District 2012 Certificates of Participation (the "2012 Certificates"), are subject to special optional

prepayment at any time from the proceeds of any "Mello-Roos special tax bonds" issued by, or on behalf of, or for the benefit of the School District; and

WHEREAS, CFD No. 3 expects to issue special tax bonds (the "CFD No. 3 Bonds"), which will constitute "Mello-Roos special tax bonds" for purposes of the special optional prepayment provision of the 2012 Certificates, the proceeds of which will be used to defease and prepay the 2012 Certificates and finance certain additional authorized facilities; and

WHEREAS, in order to provide the funds necessary to prepay the 2012 Certificates and finance the additional authorized facilities, the School District desires to cause the execution and delivery of its 2021 Certificates of Participation (the "2021 Certificates") for the purpose of acquiring the CFD No. 3 Bonds, and

WHEREAS, in connection with the execution and delivery of the 2021 Certificates, each of the Community Facilities Districts will enter into an amendment to its respective Pledge Agreement with the School District (the "Pledge Agreement Amendments") for the purpose of pledging its Special Taxes to the payments due on the 2021 Certificates on a parity basis with the pledge to the other Certificates; and

WHEREAS, the Pledge Agreements permit the Community Facilities Districts to pledge the Special Taxes to the payment of lease payments evidenced by certificates of participation of the School District on a parity with the pledge of the Special Taxes to the 2015 Certificates and the 2016 Certificates; and

WHEREAS, the 2021 Certificates constitute "certificates of participation" of the School District and the Special Taxes can thus be pledged to the payments thereon on a parity with the pledge of the Special Taxes to the other Certificates; and

WHEREAS, in accordance with this Agreement, the parties hereto intend that all of the Special Taxes deposited to the subaccount of the Special Tax Fund that relates to the 2021 Certificates be available to make the payments due on the CFD No. 3 Bonds on a subordinate basis to the pledge of such Special Taxes to the 2021 Certificates; and

WHEREAS, Section 4 of the Pledge Agreements allows the Community Facilities Districts to use Special Taxes remaining after making the required contribution to the Revenue Stabilization Account created thereunder and the required lease payments evidenced by the Certificates (the "Excess Special Taxes") on other school facilities projects; and

WHEREAS, because the CFD No. 3 Bonds are being issued for the purpose of financing and refinancing school facilities projects, Excess Special Taxes on deposit in the subaccount of the Special Tax Fund that relates to the 2021 Certificates may be pledged to the payments thereon, with such payments being subordinate to the pledge of the Special Taxes to make the lease payments evidenced by the Certificates; and

WHEREAS, the payments of principal and interest due on the CFD No. 3 Bonds have been sized to match the payments of principal and interest due with respect to the 2021 Certificates; and

WHEREAS, the School District and CFD No. 3 hereby agree that, to the extent that a payment of principal and/or interest is made with respect to the 2021 Certificates, such payment shall

act as a credit to CFD No. 3 for the corresponding payment due on the CFD No. 3 Bonds and CFD No. 3 shall be excused of its obligation to make such corresponding payment;

NOW, THEREFORE, the parties hereto, for and in consideration of the promises of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby consent and agree as follows:

SECTION 1. The Recitals hereof are true and correct.

SECTION 2. The following accounts and subaccounts shall be created within the Special Tax Fund:

(a) The CFD No. 1 Account;

(b) The CFD No. 2 Account;

(c) The CFD No. 3 Account;

(d) The Revenue Stabilization Account;

(e) The Certificate Payment Account, which shall contain a subaccount for each series of Certificates then outstanding;

(f) A CFD No. 1 Surplus Account;

(g) A CFD No. 2 Surplus Account; and

(h) A CFD No. 3 Surplus Account.

SECTION 3. In each fiscal year, all Special Taxes when collected, less any amount retained by the School District for the payment of certain reasonable administrative expenses, shall be transferred to U.S. Bank for deposit to the Special Tax Fund, and the following transfers shall be made:

(a) First, the Special Taxes collected from within CFD No. 1, CFD No. 2 and CFD No. 3 shall be transferred to the CFD No. 1 Account, the CFD No. 2 Account and the CFD No. 3 Account, respectively;

(b) Second, any amount necessary to increase the amount on deposit in the Revenue Stabilization Account to the Minimum Required Balance for the current fiscal year shall be transferred to the Revenue Stabilization Account, from each of the CFD No. 1 Account, the CFD No. 2 Account and the CFD No. 3 Account, with the transfer from each Account being made as nearly as practicable on a pro rata basis based on total Special Taxes levied in such fiscal year for each of the Community Facilities Districts (a "Pro Rata Basis"), as set forth in a Certificate provided by the District annually to U.S. Bank, in substantially the form attached hereto as Exhibit A;

(c) Third, any amounts on deposit in the Revenue Stabilization Account as of July 1 of each fiscal year that are in excess of the Minimum Required Balance for such fiscal year shall be transferred, on a Pro Rata Basis, to the CFD No. 1 Account, the CFD No. 2 Account and the CFD No. 3 Account, respectively;

(d) Fourth, for each series of Certificates, including the 2021 Certificates and any Certificates issued in the future on a parity basis with the Certificates issued to date, an amount equal to the interest coming due on the March 1 in such fiscal year and the principal and interest coming due on the September 1 of the following fiscal year with respect to such Certificates shall be transferred, from each of the CFD No. 1 Account, the CFD No. 2 Account and the CFD No. 3 Account, on a Pro Rata Basis, into the applicable subaccount of the Certificate Payment Account, and used to make the payments of principal and interest due with respect to such series of Certificates, as the same shall become due; and

(e) Fifth, any remaining amounts on deposit in each of the CFD No. 1 Account, the CFD No. 2 Account and the CFD No. 3 Account after the transfers required by (b), (c) and (d) above shall be transferred to the CFD No. 1 Surplus Account, the CFD No. 2 Surplus Account and the CFD No. 3 Surplus Account, respectively. Amounts on deposit in the Surplus Account may be requisitioned by the School District for use by the School District for any lawful purpose upon the presentation to U.S. Bank of a written instrument signed by the Superintendent or Chief Business Official of the School District that states the amount to be requisitioned. On the last business day of each fiscal year, amounts on deposit in the CFD No. 1 Surplus Account, the CFD No. 2 Surplus Account and the CFD No. 3 Surplus Account shall be transferred to the School District in accordance with instructions provided to U.S. Bank by the Superintendent or Chief Business Official of the School District for use by the School District for any lawful purpose.

SECTION 4. The parties hereto agree that the Special Taxes shall be pledged to the payment of the Certificates on a parity basis in accordance with the Pledge Agreements. The parties hereto further agree that the Special Taxes deposited to the subaccount of the Certificate Payment Account relating to the 2021 Certificates shall be pledged to the payment of the CFD No. 3 Bonds on a subordinate basis to the pledge of such moneys to the Certificates, except as set forth in the following section.

SECTION 5. To the extent that Special Taxes from the subaccount of the Certificate Payment Account relating to the 2021 Certificates are used to make the lease payments evidenced by the 2021 Certificates, such payments shall be credited against and satisfy the obligation of CFD No. 3 to make the corresponding payments on the CFD No. 3 Bonds.

SECTION 6. Upon the prepayment of any Special Taxes within CFD No. 3, CFD No. 3 and the School District shall determine if the remaining Special Taxes from the Community Facilities Districts, if levied and collected in accordance with the applicable Rate and Method of Apportionment, will produce revenues in each fiscal year, after the payment of estimated administrative expenses, to generate an amount equal to at least 110% of the principal and interest due with respect to the Certificates in such fiscal year ("110% Coverage"). If the remaining Special Taxes are determined to produce 110% Coverage, then the amount of the Special Taxes prepaid may be used by CFD No. 3 for authorized facilities. However, if the remaining Special Taxes are determined not to produce 110% Coverage, then such Special Taxes shall be used by U.S. Bank to redeem bonds in accordance with the bond indenture pursuant to which the CFD No. 3 Bonds were issued

SECTION 7. The parties hereto agree that amounts on deposit in the Revenue Stabilization Account shall be yield restricted as follows:

Amounts in the Revenue Stabilization Fund that are expected not to be depleted annually will be invested at a yield not in excess of the lowest yield on the Certificates or in obligations the interest upon which is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of the alternative minimum tax.

SECTION 8. The School District and the Community Facilities Districts hereby covenant that none of the School District or the Community Facilities Districts will execute and deliver Certificates or cause the issuance of any other form of indebtedness secured by the Special Taxes (the "Future Debt") unless: (i) the aggregate Special Taxes levied against developed property in each fiscal year in all three Community Facilities Districts, after deducting for the payment of reasonable administrative expenses and any required deposit to the Revenue Stabilization Account, will in each fiscal year be equal to at least 110% of the debt service coming due in such fiscal year on the Certificates and any other form of indebtedness secured by the Special Taxes, including the Future Debt, and (ii) the ratio of the assessed or appraised value of the developed property within the three Community Facilities Districts to the outstanding principal amount of the Certificates and any other form of indebtedness secured by the Special Taxes, including the Future Debt, together with any other indebtedness within the Community Facilities Districts that is secured by a special tax or assessment, is at least 5:1.

SECTION 9. U.S. Bank shall be entitled to the same protections hereunder that it has under the Trust Agreement.

SECTION 10. This Agreement shall become effective upon its execution and delivery.

SECTION 11. This Agreement may be executed in several counterparts, each of which shall be deemed as an original, all of which shall constitute but one of the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and acknowledged all as of the day and year first above written.

SAN YSIDRO SCHOOL DISTRICT

By: _____
Superintendent

COMMUNITY FACILITIES DISTRICT NO. 1 OF THE SAN YSIDRO SCHOOL DISTRICT

By: _____
Superintendent of the San Ysidro School District, acting on behalf of Community Facilities District No. 1 of the San Ysidro School District

COMMUNITY FACILITIES DISTRICT NO. 2 OF THE SAN YSIDRO SCHOOL DISTRICT

By: _____
Superintendent of the San Ysidro School District, acting on behalf of Community Facilities District No. 2 of the San Ysidro School District

COMMUNITY FACILITIES DISTRICT NO. 3 OF THE SAN YSIDRO SCHOOL DISTRICT

By: _____
Superintendent of the San Ysidro School District, acting on behalf of Community Facilities District No. 3 of the San Ysidro School District

U.S. BANK NATIONAL ASSOCIATION, as trustee and fiscal agent

By: _____
Authorized Officer

EXHIBIT A

FORM OF PRO RATA BASIS CERTIFICATE

The undersigned hereby represents to U.S. Bank National Association ("U.S. Bank"), pursuant to that Special Tax Pooling Agreement (the "Special Tax Pooling Agreement") dated as of _____ 1, 2021, by and among U.S. Bank, the San Ysidro School District, Community Facilities District No. 1 of the San Ysidro School District, Community Facilities District No. 2 of the San Ysidro School District and Community Facilities District No. 3 of the San Ysidro School District, that the special tax levy for fiscal year _____ within each Community Facilities District is as follows:

Community Facilities District No. 1: _____

Community Facilities District No. 2: _____

Community Facilities District No. 3: _____

Accordingly, the Pro Rata Basis (as such term is defined in the Special Tax Pooling Agreement) for each Community Facilities District for fiscal year _____ is as follows:

Community Facilities District No. 1: _____

Community Facilities District No. 2: _____

Community Facilities District No. 3: _____

SAN YSIDRO SCHOOL DISTRICT

By: _____
Authorized Officer

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board **BOARD MEETING DATE:** March 11, 2021

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: RESOLUTION NO. 20/21-0024 OF THE BOARD OF EDUCATION OF THE SAN YSIDRO SCHOOL DISTRICT, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 3 OF THE SAN YSIDRO SCHOOL DISTRICT, AUTHORIZING AUTHORIZING THE ISSUANCE OF SPECIAL TAX BONDS AND APPROVING CERTAIN DOCUMENTS AND TAKING CERTAIN OTHER ACTIONS IN CONNECTION THEREWITH

BACKGROUND INFORMATION:
The CFD No. 3 Resolution approves the associated Pledge Agreement Amendment required to pledge the special taxes from CFD No. 3 to the 2021 COPs and the CFD No. 3 Bonds. The CFD No. 3 Resolution also approves a Special Tax Pooling Agreement pursuant to which the special taxes will be allocated to make the payments due on the District's 2015 COPs, 2016 COPs and 2021 COPs, and on the CFD No. 3 Bonds, all in accordance with the terms of the Pledge Agreements, as amended. The Pledge Agreements, as amended, will require that the special taxes be pledged first to the payment of the 2015 COPs, the 2016 COPs and the 2021 COPs, on a parity basis with each other, and then to the payment of the CFD No. 3 Bonds, on a subordinate basis.

In addition, the CFD No. 3 Resolution authorizes the issuance of the CFD No. 3 Bonds and approves a Bond Indenture, pursuant to which the CFD No. 3 Bonds will be issued, and the Local Obligation Purchase Contract.

The CFD No. 3 Bonds will be issued in an amount not to exceed $16.5 million and have been structured to match the principal and interest payments due on the 2021 COPs.

RECOMMENDATION:
Approve and Adopt Resolution No. 20/21-0024. *The District's bond counsel will be available to provide a brief explanation and answer any questions the Governing Board may have.*

LCAP GOAL AND ACTION/SERVICE (please indicate):

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

Financial Implications?	Are funds for this item available in the 2020-2021 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

RESOLUTION NO. 20/21-0024

RESOLUTION OF THE BOARD OF EDUCATION OF THE SAN YSIDRO SCHOOL DISTRICT, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 3 OF THE SAN YSIDRO SCHOOL DISTRICT, AUTHORIZING THE ISSUANCE OF SPECIAL TAX BONDS AND APPROVING CERTAIN DOCUMENTS AND TAKING CERTAIN OTHER ACTIONS IN CONNECTION THEREWITH

WHEREAS, the Board of Education of the San Ysidro School District (the "School District"), located in San Diego County, California (hereinafter sometimes referred to as the "legislative body of the District"), has heretofore undertaken proceedings to form Community Facilities District No. 3 of the San Ysidro School District (the "District") pursuant to the terms and provisions of the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California (the "Act"); and

WHEREAS, the School District has previously caused several series of Certificates of Participation to be executed and delivered, including its 2012 Certificates of Participation (the "2012 Certificates"), its 2015 Certificates of Participation (the "2015 Certificates") and its 2016 Certificates of Participation (the "2016 Certificates"), all of which are payable on a parity basis with each other from special taxes (the "Special Taxes") collected within the District, Community Facilities District No. 1 of the San Ysidro School District ("CFD No. 1") and Community Facilities District No. 2 of the San Ysidro School District ("CFD No. 2," and with the District and CFD No. 1, the "Community Facilities Districts") pursuant to various pledge agreements, and amendments relating thereto (collectively, the "Pledge Agreements"), by and between the School District and each of the District, CFD No. 1 and CFD No. 2, respectively; and

WHEREAS, the 2012 Certificates are subject to special optional prepayment at any time from the proceeds of any "Mello-Roos special tax bonds" issued by, or on behalf of, or for the benefit of the School District; and

WHEREAS, the Pledge Agreements permit the Community Facilities Districts to pledge the Special Taxes to the payment of lease payments securing certificates of participation of the School District on a parity with the pledge of the Special Taxes to the 2015 Certificates and the 2016 Certificates; and

WHEREAS, the legislative body of the District now desires to issue special tax bonds (the "CFD No. 3 Bonds"), which will constitute "Mello-Roos special tax bonds" for purposes of the special optional prepayment provision of the 2012 Certificates, the proceeds of which will be used to defease and prepay the 2012 Certificates, and provide certain additional proceeds for eligible facilities; and

WHEREAS, the legislative body of the District has determined in accordance with Section 53360.4 of the Act that a sale of the CFD No. 3 Bonds to the School District pursuant to a Local Obligation Purchase Contract (the "Local Obligation Purchase Contract") approved as to form by this legislative body herein will result in a lower overall cost to the District than a public sale; and

WHEREAS, in order to effect the issuance of the CFD No. 3 Bonds, the legislative body of the District desires to enter into a Bond Indenture (the "Indenture"), in substantially the form presented herewith, by and between the District and U.S. Bank National Association, as fiscal agent thereunder (the "Fiscal Agent"), in substantially the form presented herewith; and

WHEREAS, the legislative body of the District has determined that it is prudent in the management of its fiscal affairs to issue the CFD No. 3 Bonds and to sell such CFD No. 3 Bonds to the School District; and

WHEREAS, the School District will cause the execution and delivery of its 2021 Certificates of Participation (the "2021 Certificates") to provide funds for its purchase of the CFD No. 3 Bonds, which 2021 Certificates will be certificates of participation under the Pledge Agreements eligible to have the Special Taxes pledged for their repayment on a parity basis with the pledge thereof to the 2015 Certificates and the 2016 Certificates; and

WHEREAS, each of CFD No. 1, CFD No. 2 and the District will enter into further amendments to the Pledge Agreements (the "2021 Pledge Agreement Amendments") with the School District to pledge the Special Taxes to the 2021 Certificates on a parity with the pledge of such Special Taxes to the 2015 Certificates and the 2016 Certificates; and

WHEREAS, U.S. Bank National Association, as trustee for the 2021 Certificates (the "Trustee"), the Community Facilities Districts and the School District will enter into a Special Tax Pooling Agreement (the "Special Tax Agreement") pursuant to which each of such parties will agree that the Special Taxes, once collected and following the payment of certain administrative expenses, shall be transferred by the School District to the Trustee for application in accordance with the terms of the Special Tax Agreement and the Pledge Agreements, as amended by the 2021 Pledge Agreement Amendments; and

WHEREAS, pursuant to the Special Tax Agreement, CFD No. 1, CFD No. 2 and the District will pledge their Special Taxes: (i) to the payments due on the 2021 Certificates on a parity basis with the pledge of the Special Taxes to the 2015 Certificates and the 2016 Certificates, and (ii) to the payments due on the CFD No. 3 Bonds on a subordinate basis to the pledge of such Special Taxes to the 2015 Certificates, the 2016 Certificates and the 2021 Certificates; and

WHEREAS, the parties to the Special Tax Agreement will acknowledge that to the extent that a payment of principal and/or interest is made by the 2021 Certificates, such payment shall act as a credit to the District for the corresponding payment due on the CFD No. 3 Bonds and the District shall be excused of its obligation to make such corresponding payment.

WHEREAS, CFD No. 3 is authorized to incur $50,000,000 of bonded indebtedness; and

WHEREAS, CFD No. 3 has sufficient remaining authorized bonded indebtedness to issue the CFD No. 3 Bonds and pledge its Special Taxes to the 2021 Certificates and the CFD No. 3 Bonds, as set forth herein; and

NOW, THEREFORE, THE BOARD OF EDUCATION OF THE SCHOOL DISTRICT, ACTING AS THE LEGISLATIVE BODY OF THE DISTRICT, DOES HEREBY RESOLVE, ORDER AND DETERMINE AS FOLLOWS:

SECTION 1. Each of the above recitals is true and correct.

SECTION 2. The legislative body of the District is authorized pursuant to the Act to issue the CFD No. 3 Bonds for the benefit of the District for the purposes set forth herein and to take the necessary steps to prepay the 2012 Certificates.

SECTION 3. The issuance of the CFD No. 3 Bonds in the aggregate principal amount not to exceed $16,500,000 is hereby authorized with the exact principal amount to be determined by the official signing the Local Obligation Purchase Agreement in accordance with Section 6 below. The legislative body of the District hereby determines that it is prudent in the management of its fiscal affairs to issue the CFD No. 3 Bonds. The CFD No. 3 Bonds shall mature on the dates and pay interest at the rates set forth in the Local Obligation Purchase Agreement to be executed on behalf of the District in accordance with Section 6 hereof. The CFD No. 3 Bonds shall be governed by the terms and conditions of the Indenture, which is hereby approved. The Indenture shall be executed by one or more of the President or Secretary of the legislative body of the District, the Superintendent of the School District or the Chief Business Official of the School District, and their written designees (collectively, the "Authorized Officers"), substantially in the form presented at this meeting, with such additions thereto and changes therein as the officer or officers executing the same deem necessary, including, but not limited to, additions and changes to cure any ambiguity or defect therein, to insert the offering price(s), interest rate(s), selling compensation, principal amount per maturity, redemption dates and prices and such other related terms and provisions as limited by Section 6 hereof and to conform any provisions therein to the trust agreement for the 2021 Certificates. Approval of such changes shall be conclusively evidenced by the execution and delivery of the Indenture by one or more Authorized Officers. Capitalized terms used in this Resolution which are not defined herein have the meanings ascribed to them in the Indenture.

SECTION 4. The CFD No. 3 Bonds shall be executed on behalf of the District by the manual or facsimile signature of the President of the legislative body of the District, and attested with the manual or facsimile signature of the Secretary of the legislative body of the District. U.S. Bank National Association is hereby appointed to act as fiscal agent for the CFD No. 3 Bonds with respect to the Indenture.

SECTION 5. The covenants set forth in the Indenture are hereby approved, shall be deemed to be covenants of the Board of Education in its capacity as the legislative body of the District and shall be complied with by the District and its officers.

SECTION 6. The forms of the Local Obligation Purchase Contract, the Special Tax Agreement and the 2021 Pledge Agreement Amendment relating to the District presented herewith are hereby approved; and any one of the Authorized Officers is hereby authorized and directed, for and in the name of the District, to execute such agreements substantially in the forms approved, with such additions thereto and changes therein as may be approved or required by an Authorized Officer, including, but not limited to, changes relating to dates and numbers as are necessary to conform the Local Obligation Purchase Contract to the dates, amounts and interest rates applicable to the CFD No. 3 Bonds and the 2021 Certificates as of the sale date. Approval of such additions and changes shall be conclusively evidenced by the execution and delivery of such documents.

SECTION 7. In accordance with the requirements of Section 53345.8 of the Act, the legislative body of the District hereby determines that the Fiscal Year 2020-21 assessed value of the real property in the District subject to the special tax to pay debt service on the CFD No. 3 Bonds is at least three times the maximum principal amount of the CFD No. 3 Bonds and the principal amount of all other bonds outstanding that are secured by a special tax levied pursuant to the Act or a special assessment levied on property within the District.

SECTION 8. Each of the Authorized Officers are authorized, but not required, to cooperate with the School District so that the School District may obtain a rating of the 2021 Certificates from a nationally

recognized rating service and to obtain a municipal bond insurance policy guaranteeing payment of principal and interest with respect to some or all of the 2021 Certificates and/or a debt service reserve policy with respect to the 2021 Certificates. The Authorized Officers are hereby further authorized to revise any of the documents referenced herein, or any related documents, to incorporate any provisions required in order to obtain such a municipal bond insurance policy and/or a debt service reserve policy.

SECTION 9. The Authorized Officers are each authorized to provide for all services necessary to effect the execution and delivery of the 2021 Certificates, the execution and delivery of the 2021 Pledge Agreement Amendments and the Special Tax Agreement, and the issuance of the CFD No. 3 Bonds. Such services shall include, but not be limited to, obtaining legal services, fiscal agent services and any other services deemed appropriate as set forth in a certificate of an Authorized Officer. The Authorized Officers are authorized to pay for the cost of such services, together with other costs of issuance from CFD No. 3 Bond proceeds, including premium costs for a municipal bond insurance policy and for a debt service reserve policy.

SECTION 10. All actions heretofore taken by officers and agents of the District and the School District with respect to the sale and issuance of the CFD No. 3 Bonds, the execution and delivery of the 2021 Certificates, and the execution and delivery of the 2021 Pledge Agreement Amendments and the Special Tax Agreement are hereby approved, confirmed and ratified, and the President and Secretary of the legislative body of the District, the Superintendent, the Chief Business Official, and the other officers and staff of the School District and the District responsible for the fiscal affairs of the District are hereby authorized and directed to take any actions and execute and deliver any and all documents as are necessary to accomplish such purposes in accordance with the provisions of this Resolution and the fulfillment of the purposes of the CFD No. 3 Bonds as described in the Indenture. In the event that the President of the legislative body of the District is unavailable to sign any document authorized for execution herein, any other member of the legislative body of the District or the Superintendent or the Chief Business Official, or their written designee, may sign such document. Any document authorized herein to be signed by the Secretary of the legislative body of the District may be signed by a duly appointed deputy or assistant secretary.

SECTION 11. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the Board of Education of the San Ysidro School District of San Diego County, California, acting as the legislative body of Community Facilities District No. 3 of the San Ysidro School District, this 11th day of March, 2021 by the following vote:

AYES: Members

NOES: Members

ABSTAIN: Members

ABSENT: Members

- - - - - - - - - - - - - - -

STATE OF CALIFORNIA)
)ss
COUNTY OF SAN DIEGO)

I, Gina A. Potter, Ed.D., Secretary of the Board of Education of the San Ysidro School District, County of San Diego, State of California, do hereby certify that the foregoing is a true copy of a resolution adopted by said Board of Education, acting as the legislative body of Community Facilities District No. 3 of the San Ysidro School District, at a regular meeting thereof, at the time and by the vote therein stated, which original resolution is on file in the Office of said Board.

Date

Secretary of the Board of Education

SIXTH SUPPLEMENT AND AMENDMENT TO AGREEMENT FOR PLEDGE OF SPECIAL TAXES COMMUNITY FACILITIES DISTRICT NO. 3 (2021 CERTIFICATES OF PARTICIPATION)

THIS SIXTH SUPPLEMENT AND AMENDMENT TO AGREEMENT FOR PLEDGE OF SPECIAL TAXES is made and entered into by and between the SAN YSIDRO SCHOOL DISTRICT, a public school district, duly organized and existing under the Constitution and laws of the State of California (the "School District"), and COMMUNITY FACILITIES DISTRICT NO. 3 OF THE SAN YSIDRO SCHOOL DISTRICT (the "CFD"), a community facilities district formed and operating pursuant to the Mello-Roos Community Facilities Act of 1982, as amended.

RECITALS:

WHEREAS, the School District and the CFD have previously entered into that certain Agreement for Pledge of Special Taxes Community Facilities District No. 3 of San Ysidro School District 2001 Certificates of Participation, dated June 1, 2001, as supplemented by that certain First Supplement and Amendment to Agreement for Pledge of Special Taxes Community Facilities District No. 3, as supplemented by that certain Second Supplement and Amendment to Agreement for Pledge of Special Taxes Community Facilities District No. 3, as supplemented by that certain Third Supplement and Amendment to Agreement for Pledge of Special Taxes Community Facilities District No. 3, as supplemented by that certain Fourth Supplement and Amendment to Agreement for Pledge of Special Taxes Community Facilities District No. 1, and as supplemented by that certain Fifth Supplement and Amendment to Agreement for Pledge of Special Taxes Community Facilities District No. 1 (as so supplemented and amended, the "Pledge Agreement"); and

WHEREAS, the Pledge Agreement provides for the pledge of special taxes collected within the CFD to the payment of lease payments with respect to the San Ysidro School District 2012 Certificates of Participation (School Facilities Project) (the "2012 Certificates"), the San Ysidro School District 2015 Refunding Certificates of Participation (the "2015 Certificates"), and the San Ysidro School District 2016 Refunding Certificates of Participation (the "2016 Certificates"); and

WHEREAS, the Pledge Agreement provides that an additional pledge of special taxes levied and collected within the CFD may be made for certificates of participation executed and delivered on a parity basis with the 2012 Certificates, the 2015 Certificates, and the 2016 Certificates; and

WHEREAS, the School District is undertaking the prepayment of the outstanding 2012 Certificates by the execution and delivery of a series of certificates of participation to be executed and delivered on a parity with the 2015 Certificates and the 2016 Certificates; and

WHEREAS, the School District has determined and authorized actions necessary to execute and deliver certificates of participation designated as the "San Ysidro School District 2021 Certificates of Participation" (the "Certificates"), such Certificates evidence direct, undivided fractional interests of the owners thereof in lease payments (the "2021 Lease Payments") to be made by the School District pursuant to a Lease Agreement, dated as of _____ 1, 2021 (the "2021 Lease"), between the School District and the San Ysidro Schools Public Financing Corporation; and

WHEREAS, pursuant to the 2021 Lease, the School District is obligated to make the 2021 Lease Payments to provide for the annual debt service for the 2021 Certificates; and

WHEREAS, the 2021 Certificates will be executed and delivered on a parity basis with the 2015 Certificates and the 2016 Certificates; and

WHEREAS, the CFD expects to issue its 2021 Special Tax Bonds (the "CFD No. 3 Bonds") for the purpose of financing and refinancing certain school facilities; and

WHEREAS, the special taxes pledged hereunder shall be pledged to the payments due on the CFD No. 3 Bonds on a subordinate basis to the pledge of such special taxes to the 2015 Certificates, the 2016 Certificates and the 2021 Certificates; and

WHEREAS, the proceeds of the 2021 Certificates shall be used to purchase the CFD No. 3 Bonds; and

WHEREAS, the CFD is authorized by the provisions of the Act, and in specific Government Code Section 53313.5(g), and its formation proceedings, in specific, Resolution Nos. 983401, 983405 and 983407 and Ordinance No. 983401, to levy, collect and expend special tax revenues from the CFD for specified school facilities financing purposes, including, but not limited to, making lease payments with respect to certificates of participation used to refinance the acquisition, construction and development of facilities for which the CFD was formed to finance; and

NOW, THEREFORE, BASED ON THE FOREGOING AND THE TERMS AND CONDITIONS CONTAINED HEREIN, THE PARTIES HERETO DO AGREE AS FOLLOWS:

Section 1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference.

Section 2. Definitions. The terms defined in this Section 2 shall, for all purposes of this Agreement, have the meanings herein specified.

"Administrative Expenses" means the expenses of the CFD which are necessary to the calculation, collection, administration and documentary requirements relating to the annual levy of the Special Taxes, the administering of the CFD and related costs and expenses.

"CFD No. 3 Bonds" means the Community Facilities District No. 3 of the San Ysidro School District 2021 Special Tax Bonds.

"Parity Certificates" means additional certificates of participation which may be executed and delivered by, or on behalf of, the School District.

"Special Tax Pooling Agreement" means that certain Special Tax Pooling Agreement dated as of _____ 1, 2021, by and among the School District, the CFD, Community Facilities District No. 1 of the San Ysidro School District, Community Facilities District No. 2 of the San Ysidro School District and U.S. Bank National Association.

"Special Taxes" means the special taxes levied and collected by the CFD.

"2021 Certificates" means the San Ysidro School District 2021 Certificates of Participation.

"2021 Lease Agreement" means the Lease Agreement, dated as _____ 1, 2021, by and between the School District and the San Ysidro Schools Public Financing Corporation.

"2021 Lease Payments" means the rental payments required to be made by the School District pursuant to the 2021 Lease.

Section 3. Amendment and Restatement of Section 4 of the Pledge Agreement. Section 4 of the Pledge Agreement is hereby amended and restated in its entirety as follows:

> "**Section 4. Pledge of Special Tax Revenues**. The Special Taxes received by the CFD, after deduction of Administrative Expenses, are hereby irrevocably pledged by the School District to the payment of the 2021 Lease Payments (subject to an additional pledge for Parity Certificates) (which shall be subject to the pledge made herein) and to the payment of the 2016 Lease Payments and the 2016 Lease Payments. The School District shall provide for the Special Taxes, pledged under this Section, upon receipt, to be transferred to the Certificates trustee for application to the 2021 Lease Payments with respect to the 2021 Certificates, the 2015 Lease Payments with respect to the 2015 Certificates, and the 2016 Lease Payments with respect to the 2016 Certificates, and on a subordinate basis, to the CFD No. 3 Bonds in accordance with the Special Tax Pooling Agreement. The CFD, with the prior written consent of the School District, may also provide Special Tax revenues to the School District for the payment of lease payments to be made on Parity Certificates. No pledge of Special Taxes related to Parity Certificates shall be made, or occur, unless such Parity Certificates provide for the acquisition, installation or construction of public facilities which the CFD is authorized to fund or finance with Special Tax revenues. The CFD further agrees that the Special Tax revenues shall not be used for any other purpose during the term of this Agreement. This pledge shall become effective upon the execution and delivery of the 2021 Certificates. The School District agrees to use the Special Tax revenues delivered by the CFD to pay the 2021 Lease Payments under the 2021 Lease, the 2015 Lease Payments under the 2015 Lease, and the 2016 Lease Payments under the 2016 Lease, and to pay lease payments relative to Parity Certificates, to stand on a parity with the pledge made herein, if the Special Taxes are so pledged. In the event that the Special Taxes subject to the pledge set forth herein within any Fiscal Year exceed the aggregate amount of the 2015 Lease Payments, the 2016 Lease Payments and the 2021 Lease Payments due under the 2015 Lease Agreement, the 2016 Lease Agreement and the 2021 Lease Agreement, collectively, for the corresponding period, CFD No. 3 may expend such remaining Special Taxes on other school facilities projects upon which it is authorized to expend Special Taxes or upon Administrative Expenses of the CFD No. 3 which then remain unpaid, provided, however, that Special Tax revenues, when combined with the special tax revenues collected within Community Facilities District No. 1 of the San Ysidro School District and Community Facilities District No. 2 of the San Ysidro School District, shall be held unspent in a revenue stabilization account for each fiscal year in an amount equal to at least the Minimum Required Balance set forth on Schedule A hereto for such fiscal year."

Section 4. Amendment and Restatement of Section 5 of the Pledge Agreement. Section 5 of the Pledge Agreement is hereby amended and restated in its entirety as follows:

"**Section 5. Term**. The term of this Agreement shall commence upon the execution and delivery of the 2021 Certificates. The term of this Pledge Agreement shall continue until: (i) all the outstanding 2015 Certificates, 2016 Certificates, and 2021 Certificates are fully prepaid; (ii) the 2015 Certificates, 2016 Certificates, and 2021 Certificates are fully defeased; or (iii) September 1, 2050, unless, on September 1, 2050, any 2015 Certificates, 2016 Certificates, and 2021 Certificates are outstanding in which event this Agreement shall continue in full force and effect until 10 days after payment in full of all of the 2015 Certificates, 2016 Certificates, and 2021 Certificates, but in no event, later than September 1, 2060, whichever shall first occur. Upon the prepayment of all of the outstanding 2015 Certificates, 2016 Certificates, and 2021 Certificates or the complete defeasance of the 2015 Certificates, 2016 Certificates, and 2021 Certificates, this Agreement shall automatically, and immediately, terminate upon the occurrence of such event(s) without further action of either party hereto.

Section 5. Springing Amendments. Upon the defeasance of the 2015 Certificates and the 2016 Certificates, the following amendments shall become effective:

(a) The definition of "Parity Certificates" shall be stricken and replaced with the following definition:

" **'Parity Certificates'** means any debt obligations issued by or for the benefit of the School District and/or the CFD that is payable from Special Taxes on a parity basis with the pledge thereof to the 2021 Certificates. Parity Certificates may be issued for the purpose of refunding other debt obligations secured by the Special Taxes or for the purpose of financing eligible facilities of the CFD."

(b) Section 4 shall be stricken in its entirety and replaced with the following:

"The Special Taxes received by the CFD, after deduction of Administrative Expenses, are hereby irrevocably pledged to the payments due on the 2021 Certificates and on any Parity Certificates, and on a subordinate basis, to the CFD No. 3 Bonds. Special Taxes not needed for the purpose of making the payments set forth in the preceding sentence may be used by the School District and/or the CFD as permitted by law."

(c) Upon the defeasance of the 2015 Certificates and the 2016 Certificates, no further contributions to the Revenue Stabilization Fund shall be required and the School District and/or the District may use funds already on deposit in the Revenue Stabilization Fund in any manner permitted by law.

(d) Section 8 shall be stricken in its entirety and replaced with the following:

"This Pledge Agreement may be amended in any manner so long as such amendment does not materially adversely impact the owners of the 2021 Certificates and any Parity Certificates."

Section 6. Indemnity. The School District agrees to, and shall, indemnify and hold the CFD harmless from any loss, liability and expense, including reasonable attorneys' fees and costs, arising out of or relating to the execution and delivery of the 2015 Certificates, the 2016 Certificates, and/or the 2021 Certificates.

Section 7. Headings. The paragraph headings contained herein are for convenience and reference and are not intended to define or limit the scope of any provision of this Pledge Agreement.

Section 8. Notices. All notices, requests or communications required or permitted to be given in this Agreement shall be in writing and mailed or delivered to the respective party as follows:

To the CFD:	Community Facilities District No. 3 of San Ysidro School District c/o San Ysidro School District 4350 Otay Mesa Road San Ysidro, CA 92173-1685 Attn: Superintendent
To School District:	San Ysidro School District 4350 Otay Mesa Road San Ysidro, CA 92173-1685 Attn: Superintendent

The School District and the CFD may, by notice given hereunder, designate any further or different address to which subsequent notices and other communications shall be sent.

Section 9. Governing Law; Venue. The laws of the State of California shall govern the Agreement, the interpretation thereof and any right or liability arising hereunder. Any action or proceeding to enforce or interpret any provision of this Agreement shall be brought, commenced or prosecuted in the court of appropriate jurisdiction within San Diego County, California.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Agreement on the _____ day of _____, 2021.

SAN YSIDRO SCHOOL DISTRICT:

By:_____
Superintendent

THE COMMUNITY FACILITIES DISTRICT NO. 3 OF THE SAN YSIDRO SCHOOL DISTRICT:

By:_____
President of the Governing Board of the San Ysidro School District Acting as the Legislative Body of Community Facilities District No. 3

SCHEDULE A

Revenue Stabilization Account

Annual Minimum Required Balance

Fiscal Year Ending June 30	***Minimum Required Balance***
2021	$ 500,000
2022	500,000
2023	500,000
2024	500,000
2025	500,000
2026	500,000
2027	500,000
2028	500,000
2029	500,000
2030	500,000
2031	500,000
2032	500,000
2033	850,000
2034	1,050,000
2035	700,000
2036	475,000
2037	600,000
2038	750,000
2039	100,000
2040	100,000
2041	0

BOND INDENTURE

Between

COMMUNITY FACILITIES DISTRICT NO. 3
OF THE SAN YSIDRO SCHOOL DISTRICT

and

U.S. BANK NATIONAL ASSOCIATION,
as Fiscal Agent

$_____
COMMUNITY FACILITIES DISTRICT NO. 3
OF THE SAN YSIDRO SCHOOL DISTRICT
2021 SPECIAL TAX BONDS

Dated as of _____ 1, 2021

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EXHIBIT A FORM OF 2021 SPECIAL TAX BOND A-1

BOND INDENTURE

THIS BOND INDENTURE dated as of _____ 1, 2021 (the "Indenture"), is made and entered into by Community Facilities District No. 3 of the San Ysidro School District (the "District") and U.S. Bank National Association, as fiscal agent (the "Fiscal Agent"), and governs the terms of the Community Facilities District No. 3 of the San Ysidro School District 2021 Special Tax Bonds and any Parity Bonds issued in accordance herewith from time to time.

R E C I T A L S:

WHEREAS, the Board of Education of the San Ysidro School District, located in San Diego County, California (hereinafter sometimes referred to as the "legislative body of the District"), has heretofore undertaken proceedings to form Community Facilities District No. 3 of the San Ysidro School District (the "District") pursuant to the terms and provisions of the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Part 1, Division 2, Title 5, of the Government Code of the State of California (the "Act"); and

WHEREAS, on _____, 2021, the legislative body of the District adopted a resolution (the "Resolution") authorizing the issuance and sale of special tax bonds for the District pursuant to this Indenture designated as the "Community Facilities District No. 3 of the San Ysidro School District 2021 Special Tax Bonds" (the "Bonds"); and

WHEREAS, the Bonds will be purchased by the School District with proceeds of the District's 2021 Certificates of Participation (the "School District Certificates"), and the proceeds of the Bonds will be used to refinance the 2012 Project and finance the 2021 Project, both as defined in that certain Trust Agreement, dated as of the date hereof, by and among the School District, the San Ysidro Schools Public Financing Corporation and U.S. Bank National Association, as trustee, pursuant to which the School District Certificates are being executed and delivered; and

WHEREAS, it is in the public interest and for the benefit of the District and the School District, the persons responsible for the payment of special taxes and the owners of the Bonds that the District enter into this Indenture to provide for the issuance of the Bonds, the disbursement of proceeds of the Bonds, the disposition of the special taxes and other revenues securing the Bonds, and the administration and payment of the Bonds; and

WHEREAS, all things necessary to cause the Bonds, when authenticated by the Fiscal Agent and issued as provided in the Act, the Resolution and this Indenture, to be legal, valid and binding and limited obligations in accordance with their terms, and all things necessary to cause the creation, authorization, execution and delivery of this Indenture and the creation, authorization, execution and issuance of the Bonds, subject to the terms hereof, have in all respects been duly authorized;

NOW, THEREFORE, in order to establish the terms and conditions upon and subject to which the Bonds are to be issued, and in consideration of the premises and of the mutual covenants contained herein and of the purchase and acceptance of the Bonds by the Owners thereof, and for other valuable consideration, the receipt of which is hereby acknowledged, the District does hereby covenant and agree, for the benefit of the Owners of the Bonds and any Parity Bonds which may be issued hereunder from time to time as follows:

ARTICLE I

DEFINITIONS

Section 1.1 Definitions. Unless the context otherwise requires, the following terms shall have the meanings set forth below. Capitalized terms not defined herein shall have the meanings set forth in the School District Trust Agreement.

"Account" means any account created pursuant to this Indenture.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, Sections 53311 *et seq.* of the California Government Code.

"Annual Debt Service" means the principal amount of any Outstanding Bonds or Parity Bonds payable in a Bond Year either at maturity or pursuant to a sinking fund payment and any interest payable on any Outstanding Bonds or Parity Bonds in such Bond Year, if the Bonds and any Parity Bonds are retired as scheduled.

"Authorized Investments" means any of the following investments, if and to the extent the same are at the time legal for investment of the District's funds (the Fiscal Agent is entitled to rely upon investment direction from the District as a certification such investment is a Permitted Investment):

(a) Defeasance Securities;

(b) Bonds, debentures, notes or other evidence of indebtedness issued or guaranteed by any of the following federal agencies and provided such obligations are backed by the full faith and credit of the United States of America (stripped securities are only permitted if they have been stripped by the agency itself):

- U.S. Export-Import Bank - Direct obligations or fully guaranteed certificates of beneficial ownership;
- Farmers Home Administration - Certificates of beneficial ownership;
- General Service Administration - Participation Certificates;
- Government National Mortgage Association (GNMA or "Ginnie Mae") GNMA - guaranteed mortgage-backed bonds, GNMA - guaranteed pass-through obligations;
- U.S. Maritime Administration - Guaranteed Title XI financing;
- U.S. Department of Housing and Urban Development (HUD), Project Notes, Local Authority Bonds, New Communities Debentures - U.S. government guaranteed debentures, U.S. Public Housing Notes and Bonds - U.S. government guaranteed public housing notes and bonds;
- Federal Housing Administration Debentures;

(c) Senior debt obligations rated "AAA" by Standard & Poor's Ratings Group (Standard & Poor's) and "Aaa" by Moody's Investors Service, Inc. (Moody's) issued by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation;

(d) Money market funds registered under the Federal Investment Company Act of 1940, whose shares are registered under the Federal Securities Act of 1933 and having a rating by Standard & Poor's of AAAm-G or better;

(e) Certificates of deposit secured at all times by collateral described in (a) and (b) above. Such certificates must be issued by commercial banks, savings and loan associations or mutual savings banks. The collateral must be held by a third party or the Fiscal Agent and the Fiscal Agent on behalf of the Bond Owners must have a perfected first security interest in the collateral;

(f) Certificates of deposit, savings accounts, deposit accounts or money market deposits which are fully insured by FDIC;

(g) U.S. dollar denominated deposit accounts, federal funds and banker's acceptances with domestic commercial banks which have a rating on their short term certificates of deposit on the date of purchase of "A-1+" by Standard & Poor's and "P-1" by Moody's and maturing no more than 360 days after the date of purchase (i.e., ratings on holding companies are not considered as the rating of the bank);

(h) Commercial Paper rated, at the time of purchase, "Prime-1" by Moody's and "A-1" or better by Standard & Poor's;

(i) Repurchase agreements with financial institutions insured by the FDIC; or any broker-dealer with "retail customers" which falls under the jurisdiction of the Securities Investors Protection Corporation (SIPC); or a bank or other financial institution rated in the top two rating categories by one or more Rating Agencies; provided that: (i) the over-collateralization is at one hundred two percent (102%), computed weekly, consisting of such securities as described in this section, items (a) through (c); (ii) a third party custodian, the Fiscal Agent or the Federal Reserve Bank shall have possession of such obligations; (iii) the Fiscal Agent shall have perfected a first priority security interest in such obligations; and (iv) failure to maintain the requisite collateral percentage will require the Fiscal Agent to liquidate the collateral;

(j) County or State-administered pooled investment funds in which the District is statutorily permitted or required to invest to the extent that any amounts are deposited by the Fiscal Agent into such funds and the Fiscal Agent shall have direct access to such fund;

(k) The local agency investment pool maintained by the San Diego County Treasurer's Money Market Investment Pool to the extent deposits and withdrawals may be made directly by and in the name of the Fiscal Agent; and

(l) Pre-refunded municipal obligations rated "AAA" by S&P and "Aaa" by Moody's meeting the following requirements:

(i) the municipal obligations are (1) not subject to redemption prior to maturity or (2) the trustee for the municipal obligations has been given irrevocable instructions concerning their call and redemption and the issuer of the municipal

obligations has covenanted not to redeem such municipal obligations other than as set forth in such instructions;

(ii) the municipal obligations are secured by Defeasance Securities which may be applied only to payment of the principal of, interest and premium on such municipal obligations;

(iii) the principal of and interest on the Defeasance Securities has been verified by the report of independent certified public accountants to be sufficient to pay in full all principal of, interest, and premium, if any, due and to become due on the municipal obligations ("Verification");

(iv) the Defeasance Securities serving as security for the municipal obligations are held by a trustee in trust for owners of the municipal obligations;

(v) no substitution of a Defeasance Security shall be permitted except with another Defeasance Security and upon delivery of a new Verification; and

(vi) the Defeasance Securities are not available to satisfy any other claims, including those by or against the trustee.

"Authorized Representative of the School District" means the Superintendent of the School District, or his or her designee, the Chief Business Official of the School District, or his or her designee, or any other person or persons designated by the Board of Education of the School District and authorized to act on behalf of the School District by a written certificate signed on behalf of the School District by the President of the Board of Education of the School District and containing the specimen signature of each such person.

"Board of Education" means the Board of Education of the School District acting as the legislative body of the District.

"Bond Counsel" means an attorney at law or a firm of attorneys selected by the District of nationally recognized standing in matters pertaining to the tax-exempt nature of interest on bonds issued by states and their political subdivisions duly admitted to the practice of law before the highest court of any state of the United States of America or the District of Columbia.

"Bond Register" means the books which the Fiscal Agent shall keep or cause to be kept on which the registration and transfer of the Bonds and any Parity Bonds shall be recorded.

"Bondowner" or "Owner" means the person or persons in whose name or names any Bond or Parity Bond is registered.

"Bonds" means the $_____ Community Facilities District No. 3 of the San Ysidro School District 2021 Special Tax Bonds.

"Bond Year" means the twelve month period commencing on September 2 of each year and ending on September 1 of the following year, except that the first Bond Year for the Bonds or an issue of Parity Bonds shall begin on the Delivery Date and end on the first September 1 which is not more than 12 months after the Delivery Date.

"Business Day" means a day which is not a Saturday or Sunday or a day of the year on which banks in New York, New York, Los Angeles, California, or the city where the corporate trust office of the Fiscal Agent is located, are not required or authorized to remain closed.

"Certificate of an Authorized Representative" means a written certificate or warrant request executed by an Authorized Representative of the School District.

"Code" means the Internal Revenue Code of 1986, as amended, and any Regulations, rulings, judicial decisions, and notices, announcements, and other releases of the United States Treasury Department or Internal Revenue Service interpreting and construing it.

"Costs of Issuance" shall have the meaning set forth in the definition of "Delivery Costs" as set forth in the School District Trust Agreement.

"Defeasance Securities" means non-callable, non-prepayable obligations of the type set forth in clause (1) of the definition of Authorized Investments.

"Delivery Date" means, with respect to the Bonds and each issue of Parity Bonds, the date on which the bonds of such issue were issued and delivered to the initial purchasers thereof.

"District" means Community Facilities District No. 3 of the San Ysidro School District established pursuant to the Act and the Resolution of Formation.

"Escrow Agreement" means that Escrow Agreement, dated as of _____ 1, 2021, by and between the School District and the Escrow Bank relating to the defeasance and prepayment of the 2012 Certificates.

"Escrow Bank" means U.S. Bank National Association, acting as escrow agent pursuant to the Escrow Agreement.

"Fiscal Agent" means U.S. Bank National Association, a national banking association duly organized and existing under the laws of the United States of America, at its principal corporate trust office in Minneapolis, Minnesota, and its successors or assigns, or any other bank, association or trust company which may at any time be substituted in its place as provided in Sections 7.2 or 7.3 and any successor thereto.

"Fiscal Year" means the period beginning on July 1 of each year and ending on the next following June 30.

"Independent Financial Consultant" means a financial consultant or firm of such consultants generally recognized to be well qualified in the financial consulting field, appointed and paid by the District, who, or each of whom:

(1) is in fact independent and not under the domination of the District or School District;

(2) does not have any substantial interest, direct or indirect, in the District or School District; and

(3) is not connected with the District or the School District as a member, officer or employee of the District or the School District, but who may be regularly retained to make annual or other reports to the District or the School District.

"Indenture" means this Bond Indenture, together with any Supplemental Indenture approved pursuant to Article 6 hereof.

"Interest Payment Date" means each March 1 and September 1, commencing _____ 1, 2021, and the final maturity date of the Bonds; provided, however, that, if any such day is not a Business Day, interest up to the Interest Payment Date, and in the case of the final Interest Payment Date to and including such date, will be paid on the Business Day next succeeding such date.

"Moody's" means Moody's Investors Service, its successors and assigns.

"Outstanding" or "Outstanding Bonds and Parity Bonds" means all Bonds and Parity Bonds theretofore issued by the District, except:

(1) Bonds and Parity Bonds theretofore cancelled or surrendered for cancellation in accordance with Section 10.1 hereof;

(2) Bonds and Parity Bonds for payment or redemption of which moneys shall have been theretofore deposited in trust (whether upon or prior to the maturity or the redemption date of such Bonds or Parity Bonds), provided that, if such Bonds or Parity Bonds are to be redeemed prior to the maturity thereof, notice of such redemption shall have been given as provided in this Indenture or any applicable Supplemental Indenture for Parity Bonds; and

(3) Bonds and Parity Bonds which have been surrendered to the Fiscal Agent for transfer or exchange pursuant to Section 2.9 hereof or for which a replacement has been issued pursuant to Section 2.10 hereof.

"Parity Bonds" mean bonds or other securities issued by the District and secured by a lien on the Special Taxes which is on parity with the lien thereon securing the Bonds.

"Person" means natural persons, firms, corporations, partnerships, associations, trusts, public bodies and other entities.

"Pledge Agreements" means those certain Pledge Agreements, by and between the School District and each of Community Facilities District No. 1 of the San Ysidro School District, Community Facilities District No. 2 of the San Ysidro School District and the District, pursuant to which the Special Taxes are pledged to, among other things, the payments on the Bonds due hereunder.

"Prepayments" means any amounts paid by the District to the Fiscal Agent and designated by the District as a prepayment of Special Taxes for one or more parcels in the District made in accordance with the Rate and Method of Apportionment.

"Principal Office of the Fiscal Agent" means the corporate trust and agency office of the Fiscal Agent located in Los Angeles, California, provided that for purposes of redemption, payment, exchange, transfer or surrender of Bonds shall mean the corporate trust agency or operations office of the Fiscal Agent or such other office or offices as the Fiscal Agent may designate from time to time,

or the office of any successor Fiscal Agent where it principally conducts its corporate trust and agency business.

"Project" means those public facilities authorized to be financed with the Special Taxes.

"Record Date" means the fifteenth day of the month preceding an Interest Payment Date, regardless of whether such day is a Business Day.

"Regulations" means the regulations adopted or proposed by the Department of Treasury from time to time with respect to obligations issued pursuant to Section 103 of the Code.

"School District" means the San Ysirdo School District.

"School District Certificate Subaccount" means the subaccount created under the Special Tax Agreement for the purpose of making payments on the School District Certificates and the Bonds.

"School District Certificates" means the San Ysidro School District 2021 Certificates of Participation.

"School District Trust Agreement" means that certain Trust Agreement pursuant to which the 2021 School District Certificates are being executed and delivered.

"School District Trustee" means U.S. Bank National Association, as trustee under the School District Trust Agreement.

"Special Tax Agreement" means the Special Tax Pooling Agreement, dated as of the date hereof, by and between the School District, Community Facilities District No. 1 of the San Ysidro School District, Community Facilities District No. 2 of the San Ysidro School District and the District, pursuant to which the Special Taxes are allocated.

"Special Tax Fund" means the fund by that name previously established by the School District and held by the Fiscal Agent pursuant to the Special Tax Agreement.

"Special Taxes" means the special taxes authorized to be levied within each of Community Facilities District No. 1 of the San Ysidro School District, Community Facilities District No. 2 of the San Ysidro School District and the District, that have been deposited to the School District Certificates Subaccount of the Special Tax Fund to make the payments due on the Bonds, though on a subordinate basis to the payments made therefrom on the School District Certificates, pursuant to the Pledge Agreements, as more fully set forth in the Special Tax Agreement.

"Standard & Poor's" means S&P Global Ratings, a Standard & Poor's Financial Services, LLC business, its successors and assigns.

"Supplemental Indenture" means any supplemental indenture amending or supplementing this Indenture.

"2012 Certificates" means the School District's 2012 Certificates of Participation, currently outstanding in the aggregate principal amount of $_____.

ARTICLE II

GENERAL AUTHORIZATION AND BOND TERMS

Section 2.1 Amount, Issuance, Purpose and Nature of Bonds and Parity Bonds. Under and pursuant to the Act, the Bonds in the aggregate principal amount of $_____ shall be issued for the purpose of (a) prepaying and defeasing the 2012 Certificates, (b) financing Project costs, and (c) funding the Costs of Issuance.

Section 2.2 Type and Nature of Bonds and Parity Bonds. Neither the faith and credit nor the taxing power of the School District, the State of California or any political subdivision thereof other than Community Facilities District No. 1 of the San Ysidro School District, Community Facilities District No. 2 of the San Ysidro School District and the District is pledged to the payment of the Bonds or any Parity Bonds. Except for the Special Taxes, no other taxes are pledged to the payment of the Bonds and Parity Bonds. The Bonds and any Parity Bonds are not general or special obligations of the School District nor general obligations of the District, but are limited obligations of the District payable solely from certain amounts deposited by the District in the School District Certificates Subaccount of the Special Tax Fund, as more fully described herein. The District's limited obligation to pay the principal of, premium, if any, and interest on the Bonds and any Parity Bonds from amounts in the School District Certificates Subaccount of the Special Tax Fund is absolute and unconditional, free of deductions and without any abatement, offset, recoupment, diminution or set-off whatsoever. No Owner of the Bonds or any Parity Bonds may compel the exercise of the taxing power by the District (except as pertains to the Special Taxes) or the School District or the forfeiture of any of their property. The principal of and interest on the Bonds and any Parity Bonds and premiums upon the redemption thereof, if any, are not a debt of the School District, the State of California or any of its political subdivisions within the meaning of any constitutional or statutory limitation or restriction. The Bonds and any Parity Bonds are not a legal or equitable pledge, charge, lien, or encumbrance upon any of the District's property, or upon any of its income, receipts or revenues, except the Special Taxes and other amounts in the School District Certificates Subaccount of the Special Tax Fund which are, under the terms of this Indenture and the Act, set aside for the payment of the Bonds, any Parity Bonds, and interest thereon and neither the members of the legislative body of the District or the Board of Education nor any persons executing the Bonds or any Parity Bonds are liable personally on the Bonds or any Parity Bonds by reason of their issuance.

Notwithstanding anything to the contrary contained in this Indenture, the District shall not be required to advance any money derived from any source of income other than the Special Taxes for the payment of the interest on or the principal of or premium on the Bonds or any Parity Bonds, or for the performance of any covenants contained herein. The District may, however, advance funds for any such purpose, provided that such funds are derived from a source legally available for such purpose.

Section 2.3 Equality of Bonds and Parity Bonds and Pledge of Special Taxes. Subject only to the provisions of this Indenture permitting the application thereof for the purposes and on the terms and conditions set forth herein, in order to secure the payment of the principal of and interest on the Bonds and any Parity Bonds in accordance with their terms, the provisions of this Indenture and the Act, the District hereby pledges to the Owners, and grants thereto a lien on and a security interest in, all of the Special Taxes and any other amounts held in the School District Certificates Subaccount of the Special Tax Fund. Said pledge shall constitute a first lien on and security interest in such assets, which shall immediately attach to such assets and be effective, binding and enforceable against the District, its successors, purchasers of any of such assets, creditors and all others asserting rights therein,

to the extent set forth in, and in accordance with, this Indenture, irrespective of whether those parties have notice of the pledge of, lien on and security interest in such assets and without the need for any physical delivery, recordation, filing or further act. Pursuant to the Act and this Indenture, the Bonds and any Parity Bonds shall be equally payable from the Special Taxes and other amounts in the School District Certificates Subaccount of the Special Tax Fund, without priority for number, date of the Bonds or Parity Bonds, date of sale, date of execution, or date of delivery, and the payment of the interest on and principal of the Bonds and any Parity Bonds and any premiums upon the redemption thereof, shall be exclusively paid from the Special Taxes and other amounts in the School District Certificates Subaccount of the Special Tax Fund, which are hereby set aside for the payment of the Bonds and any Parity Bonds. Amounts in the School District Certificates Subaccount of the Special Tax Fund shall constitute a trust fund held for the benefit of the Owners to be applied to the payment of the interest on and principal of the Bonds and any Parity Bonds and so long as any of the Bonds and any Parity Bonds or interest thereon remain Outstanding shall not be used for any other purpose, except as permitted by this Indenture or any Supplemental Indenture. Notwithstanding any provision contained in this Indenture to the contrary, Special Taxes deposited in the Rebate Fund and the Surplus Fund shall no longer be considered to be pledged to the Bonds or any Parity Bonds, and none of the Rebate Fund or the Surplus Fund shall be construed as a trust fund held for the benefit of the Owners.

Nothing in this Indenture or any Supplemental Indenture shall preclude; (a) subject to the limitations herein, the redemption prior to maturity of any Bonds or Parity Bonds subject to call and redemption and payment of said Bonds or Parity Bonds from proceeds of refunding bonds issued under the Act as the same now exists or as hereafter amended, or under any other law of the State of California; or (b) the issuance, subject to the limitations contained herein, of Parity Bonds which shall be payable from Special Taxes.

The payments of principal and interest due on the Bonds have been sized to match the payments of principal and interest due on the School District Certificates. Notwithstanding anything herein to the contrary, pursuant to the Special Tax Agreement, to the extent that a payment of principal and/or interest is made by the School District on the School District Certificates, such payment shall act as a credit to the District for the corresponding payment due on the Bonds and the District shall be excused of its obligation to make such corresponding payment.

Section 2.4 Description of Bonds; Interest Rates. The Bonds and any Parity Bonds shall be issued in fully registered form in denominations of $5,000 or any integral multiple thereof. The Bonds and any Parity Bonds of each issue shall be numbered as desired by the underwriter.

The Bonds shall be designated "COMMUNITY FACILITIES DISTRICT NO. 3 OF THE SAN YSIDRO SCHOOL DISTRICT 2021 SPECIAL TAX BONDS." The Bonds shall be dated as of their Delivery Date and shall mature and be payable on September 1 in the years and in the aggregate principal amounts and shall be subject to and shall bear interest at the rates set forth in the table below payable on _____, 2021 and each Interest Payment Date thereafter:

Maturity Date (September 1)	*Principal Amount*	*Interest Rate*
	$	%

Interest shall be payable on each Bond and Parity Bond from the date established in accordance with Section 2.5 below on each Interest Payment Date thereafter until the principal sum of that Bond or Parity Bond has been paid; provided, however, that if at the maturity date of any Bond or Parity Bond (or, if the same is redeemable and shall be duly called for redemption, then at the date fixed for redemption) funds are available for the payment or redemption thereof in full, in accordance with the terms of this Indenture, such Bonds and Parity Bonds shall then cease to bear interest. Interest due on the Bonds and Parity Bonds shall be calculated on the basis of a 360-day year comprised of twelve 30-day months.

Section 2.5 Place and Form of Payment. The Bonds and Parity Bonds shall be payable both as to principal and interest, and as to any premiums upon the redemption thereof, in lawful money of the United States of America. The principal of the Bonds and Parity Bonds and any premiums due upon the redemption thereof shall be payable upon presentation and surrender thereof at the Principal Office of the Fiscal Agent, or at the designated office of any successor Fiscal Agent. Interest on any Bond or Parity Bond shall be payable from the Interest Payment Date next preceding the date of authentication of that Bond or Parity Bond, unless (i) such date of authentication is an Interest Payment Date in which event interest shall be payable from such date of authentication, (ii) the date of authentication is after a Record Date but prior to the immediately succeeding Interest Payment Date, in which event interest shall be payable from the Interest Payment Date immediately succeeding the date of authentication, or (iii) the date of authentication is prior to the close of business on the first Record Date occurring after the issuance of such Bond or Parity Bond, in which event interest shall be payable from the dated date of such Bond or Parity Bond; provided, however, that if at the time of authentication of such Bond or Parity Bond, interest is in default, interest on that Bond or Parity Bond shall be payable from the last Interest Payment Date to which the interest has been paid or made available for payment or, if no interest has been paid or made available for payment on that Bond or Parity Bond, interest on that Bond or Parity Bond shall be payable from its dated date. Interest on any Bond or Parity Bond shall be paid to the person whose name shall appear in the Bond Register as the Owner of such Bond or Parity Bond as of the close of business on the Record Date. Such interest shall be paid by check of the Fiscal Agent mailed on the applicable Interest Payment Date by first class mail, postage prepaid, to such Bondowner at his or her address as it appears on the Bond Register. In addition, upon a request in writing received by the Fiscal Agent on or before the applicable Record Date from an Owner of $1,000,000 or more in principal amount of the Bonds or of any issue of Parity Bonds, payment shall be made on the Interest Payment Date by wire transfer in immediately available funds to an account designated by such Owner.

Notwithstanding the foregoing, so long as the Bonds are owned by the School District, the payments of principal of and interest thereon shall be made directly to the School District Trustee. Further, as set forth in the Special Tax Agreement, to the extent that a payment of principal and/or interest is made on the School District Certificates, such payment shall act as a credit to the District for

the corresponding payment due on the Bonds and the District shall be excused of its obligation to make such corresponding payment.

Section 2.6 Form of Bonds and Parity Bonds. The definitive Bonds shall be typewritten. The Bonds and the certificate of authentication shall be substantially in the form attached hereto as Exhibit A, which forms are hereby approved and adopted as the forms of such Bonds and any Parity Bonds and of the certificate of authentication. Each issue of Parity Bonds and the certificate of authentication therefor shall be in the form provided in the Supplemental Indenture for such issue of Parity Bonds.

Notwithstanding any provision in this Indenture to the contrary, the District may, in its sole discretion, elect to issue the Bonds and any Parity Bonds in book entry form.

Until definitive Bonds or Parity Bonds shall be prepared, the District may cause to be executed and delivered in lieu of such definitive Bonds or Parity Bonds temporary bonds in typed, printed, lithographed or engraved form and in fully registered form, subject to the same provisions, limitations and conditions as are applicable in the case of definitive Bonds or Parity Bonds, except that they may be in any denominations authorized by the District. Until exchanged for definitive Bonds or Parity Bonds, any temporary bond shall be entitled and subject to the same benefits and provisions of this Indenture as definitive Bonds and Parity Bonds. If the District issues temporary Bonds or Parity Bonds, it shall execute and furnish definitive Bonds or Parity Bonds, as applicable, without unnecessary delay and thereupon any temporary Bond or Parity Bond may be surrendered to the Fiscal Agent at its office, without expense to the Owner, in exchange for a definitive Bond or Parity Bond of the same issue, maturity, interest rate and principal amount in any authorized denomination. All temporary Bonds and Parity Bonds so surrendered shall be cancelled by the Fiscal Agent and shall not be reissued.

Section 2.7 Execution and Authentication. The Bonds and Parity Bonds shall be signed on behalf of the District by the manual or facsimile signature of the President of the Board of Education and by the manual or facsimile signature of the Secretary of the Board, or any duly appointed deputy Secretary, in their capacity as officers of the District, and the seal of the District (or a facsimile thereof) shall be impressed, imprinted, engraved or otherwise reproduced thereon, and attested by the signature of the Secretary of the Board. In case any one or more of the officers who shall have signed or sealed any of the Bonds or Parity Bonds shall cease to be such officer before the Bonds or Parity Bonds so signed and sealed have been authenticated and delivered by the Fiscal Agent (including new Bonds or Parity Bonds delivered pursuant to the provisions hereof with reference to the transfer and exchange of Bonds or Parity Bonds or to lost, stolen, destroyed or mutilated Bonds or Parity Bonds), such Bonds or Parity Bonds shall nevertheless be valid and may be authenticated and delivered as herein provided, and may be issued as if the person who signed or sealed such Bonds had not ceased to hold such office.

Only the Bonds or Parity Bonds as shall bear thereon such certificate of authentication in the form set forth in Exhibit A attached hereto shall be entitled to any right or benefit under this Indenture, and no Bond or Parity Bond shall be valid or obligatory for any purpose until such certificate of authentication shall have been duly executed by the Fiscal Agent.

Section 2.8 Bond Register. The Fiscal Agent will keep or cause to be kept, at its office, sufficient books for the registration and transfer of the Bonds and any Parity Bonds which shall upon reasonable prior notice be open to inspection by the District during all regular business hours, and, subject to the limitations set forth in Section 2.9 below, upon presentation for such purpose, the Fiscal Agent shall, under such reasonable regulations as it may prescribe, with reasonable notice, register or

transfer or cause to be transferred on said Bond Register, Bonds and any Parity Bonds as herein provided.

The District and the Fiscal Agent may treat the Owner of any Bond or Parity Bond whose name appears on the Bond Register as the absolute Owner of that Bond or Parity Bond for any and all purposes, and the District and the Fiscal Agent shall not be affected by any notice to the contrary. The District and the Fiscal Agent may rely on the address of the Bondowner as it appears in the Bond Register for any and all purposes. It shall be the duty of the Bondowner to give written notice to the Fiscal Agent of any change in the Bondowner's address so that the Bond Register may be revised accordingly.

Section 2.9 Registration of Exchange or Transfer. Subject to the limitations set forth in the following paragraph, the registration of any Bond or Parity Bond may, in accordance with its terms, be transferred upon the Bond Register by the person in whose name it is registered, in person or by his or her duly authorized attorney, upon surrender of such Bond or Parity Bond for cancellation at the office of the Fiscal Agent, accompanied by delivery of written instrument of transfer in a form acceptable to the Fiscal Agent and duly executed by the Bondowner or his or her duly authorized attorney.

Bonds or Parity Bonds may be exchanged at the office of the Fiscal Agent for a like aggregate principal amount of Bonds or Parity Bonds for other authorized denominations of the same maturity and issue. The Fiscal Agent shall not collect from the Owner any charge for any new Bond or Parity Bond issued upon any exchange or transfer, but shall require the Bondowner requesting such exchange or transfer to pay any tax or other governmental charge required to be paid with respect to such exchange or transfer. The cost of printing Bonds and any services rendered or expenses incurred by the Fiscal Agent in connection with any transfer or exchange shall be paid by the District. Whenever any Bonds or Parity Bonds shall be surrendered for registration of transfer or exchange, the District shall execute and the Fiscal Agent shall authenticate and deliver a new Bond or Bonds or a new Parity Bond or Parity Bonds, as applicable, of the same issue and maturity, for a like aggregate principal amount; provided that the Fiscal Agent shall not be required to register transfers or make exchanges of (i) Bonds or Parity Bonds for a period of 15 days next preceding any selection of the Bonds or Parity Bonds to be redeemed, or (ii) any Bonds or Parity Bonds chosen for redemption.

Section 2.10 Mutilated, Lost, Destroyed or Stolen Bonds or Parity Bonds. If any Bond or Parity Bond shall become mutilated, the District shall execute, and the Fiscal Agent shall authenticate and deliver, a new Bond or Parity Bond of like tenor, date, issue and maturity in exchange and substitution for the Bond or Parity Bond so mutilated, but only upon surrender to the Fiscal Agent of the Bond or Parity Bond so mutilated. Every mutilated Bond or Parity Bond so surrendered to the Fiscal Agent shall be cancelled by the Fiscal Agent pursuant to Section 10.1 hereof. If any Bond or Parity Bond shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Fiscal Agent and, if such evidence is satisfactory to the Fiscal Agent and, if any indemnity satisfactory to the Fiscal Agent shall be given, the District shall execute and the Fiscal Agent shall authenticate and deliver, a new Bond or Parity Bond, as applicable, of like tenor, maturity and issue, numbered and dated as the Fiscal Agent shall determine in lieu of and in substitution for the Bond or Parity Bond so lost, destroyed or stolen. Any Bond or Parity Bond issued in lieu of any Bond or Parity Bond alleged to be mutilated, lost, destroyed or stolen, shall be equally and proportionately entitled to the benefits hereof with all other Bonds or Parity Bonds issued hereunder. The Fiscal Agent shall not treat both the original Bond or Parity Bond and any replacement Bond or Parity Bond as being Outstanding for the purpose of determining the principal amount of Bonds or Parity Bonds which may

be executed, authenticated and delivered hereunder or for the purpose of determining any percentage of Bonds or Parity Bonds Outstanding hereunder, but both the original and replacement Bond or Parity Bond shall be treated as one and the same. Notwithstanding any other provision of this Section, in lieu of delivering a new Bond or Parity Bond which has been mutilated, lost, destroyed or stolen, and which has matured, the Fiscal Agent may make payment with respect to such Bonds or Parity Bonds.

Section 2.11 Validity of Bonds and Parity Bonds. The validity of the authorization and issuance of the Bonds and any Parity Bonds shall not be affected in any way by any defect in any proceedings taken by the District or the School District for the prepayment of the 2012 Certificates, and the recital contained in the Bonds or any Parity Bonds that the same are issued pursuant to the Act and other applicable laws of the State shall be conclusive evidence of their validity and of the regularity of their issuance.

ARTICLE III

CREATION OF FUNDS AND APPLICATION OF PROCEEDS

Section 3.1 Creation of Funds; Application of Proceeds.

(a) There is hereby created and established and shall be maintained by the Fiscal Agent the following funds and accounts:

(i) The Community Facilities District No. 3 Bond Fund (the "Bond Fund") (in which there shall be established and created an Interest Account, a Principal Account, and a Redemption Account); and

(ii) The Community Facilities District No. 3 Surplus Fund (the "Surplus Fund").

The amounts on deposit in the foregoing funds and accounts shall be held by the Fiscal Agent on behalf of the District and shall be invested and disbursed in accordance with the provisions of this Article 3. The investment earnings thereon shall be disbursed in accordance with the provisions of Section 3.7 hereof.

(b) Proceeds from the sale of the Bonds shall be held by the School District Trustee and applied in accordance with Section 2.07 of the School District Trust Agreement.

Section 3.2 Deposits to and Disbursements from School District Certificates Subaccount of the Special Tax Fund and Bond Fund.

(a) The District covenants to and shall deposit the Special Taxes to the School District Certificate Subaccount of the Special Tax Fund that was created under the Special Tax Agreement for the payment of the School District Certificates and the Fiscal Agent shall hold such amounts in trust for the benefit of the Owners of the Bonds and Parity Bonds until the required deposits and transfers described in paragraph (c) below are made to the Fiscal Agent in each Fiscal Year. As the Special Taxes are received each Fiscal Year, the District shall disburse to the Fiscal Agent for deposit to the School District Certificate Subaccount, in accordance with the Special Tax Agreement, an amount sufficient to increase the amount on deposit in the Interest Account and the Principal Account to an amount not less than the interest and principal due on the Bonds and Parity Bonds on

the March 1 in such Fiscal Year and the September 1 of the following Fiscal Year (the "Annual Deposit"). The Fiscal Agent shall, on each date on which the Special Taxes are received from the District, deposit the required funds to the Bond Fund to be held in trust for the Owners. From amounts on deposit in the School District Certificate Subaccount, the Fiscal Agent shall transfer the Special Taxes on deposit in the Bond Fund on the dates and in the amounts set forth in the following Sections, in the following order of priority, to:

(A) The Interest Account of the Bond Fund;

(B) The Principal Account of the Bond Fund;

(C) The Redemption Account of the Bond Fund; and

(D) The Surplus Fund.

(b) The Fiscal Agent shall notify the School District Trustee at least five (5) Business Days prior to each Interest Payment Date if there is not on deposit with the Fiscal Agent, after making all of the transfers required hereunder, moneys sufficient to pay the principal of and interest on the Bonds and any Parity Bonds.

Notwithstanding anything in this Agreement to the contrary, the obligation of the District to pay all amounts due hereunder may be satisfied by the transfer of the required amounts at or prior to the required times of Special Taxes by the School District to the School District Trustee under and pursuant to the Special Tax Agreement.

Section 3.3 Reserved.

Section 3.4 Interest Account and Principal Account of the Bond Fund. The principal of and interest due on the Bonds and any Parity Bonds until maturity, other than principal due upon redemption, shall be paid by the Fiscal Agent from the Principal Account and the Interest Account of the Bond Fund, respectively. For the purpose of assuring that the payment of principal of and interest on the Bonds and any Parity Bonds will be made when due, after making the transfer required by Section 3.3, at least five Business Days prior to each March 1 and September 1, the Fiscal Agent shall make the following transfers from the Bond Fund first to the Interest Account and then to the Principal Account; provided, however, that to the extent that deposits have been made in the Interest Account or the Principal Account from the proceeds of the sale of an issue of the Bonds, any Parity Bonds, or otherwise, the transfer from the Bond Fund need not be made. At least three (3) Business Days prior to an Interest Payment Date, the Fiscal Agent shall notify the School District and the School District Trustee if there are insufficient funds to provide for the payment of principal and interest due on the Bonds and any Parity Bonds on such Interest Payment Date.

Section 3.5 Redemption Account of the Bond Fund.

(a) After making the transfers and deposits required by Section 3.2 above, and in accordance with the District's election to call Bonds for optional redemption as set forth in Section 4.1(a) hereof, or to call Parity Bonds for optional redemption as set forth in any Supplemental Indenture for Parity Bonds, the Fiscal Agent shall transfer from the Bond Fund and deposit in the Redemption Account moneys available for the purpose and sufficient to pay the principal and the premiums, if any, payable on the Bonds or Parity Bonds called for optional redemption.

(b) Prepayments deposited to the Redemption Account shall be applied on the redemption date established pursuant to Section 4.1(b) hereof for the use of such Prepayments to the payment of the principal of, premium, and interest on the Bonds and Parity Bonds to be redeemed with such Prepayments.

(c) Moneys set aside in the Redemption Account shall be used solely for the purpose of redeeming Bonds and Parity Bonds and shall be applied on or after the redemption date to the payment of principal of and premium, if any, on the Bonds or Parity Bonds to be redeemed upon presentation and surrender of such Bonds or Parity Bonds and in the case of an optional redemption or an extraordinary redemption from Prepayments to pay the interest thereon; provided, however, that in lieu or partially in lieu of such call and redemption, moneys deposited in the Redemption Account, other than Prepayments, may be used to purchase Outstanding Bonds or Parity Bonds in the manner hereinafter provided. Purchases of Outstanding Bonds or Parity Bonds may be made by the District at public or private sale as and when and at such prices as the District may in its discretion determine but only at prices (including brokerage or other expenses) not more than par plus accrued interest, plus, in the case of moneys set aside for an optional redemption, the premium applicable at the next following call date according to the premium schedule established pursuant to Section 4.1(a) hereof, or in the case of Parity Bonds the premium established in any Supplemental Indenture. Any accrued interest payable upon the purchase of Bonds or Parity Bonds may be paid from the amount reserved in the Interest Account of the Bond Fund for the payment of interest on the next following Interest Payment Date.

Section 3.6 Surplus Fund. After making the transfers required by Section 3.3 hereof, as soon as practicable after each September 1, and in any event prior to each October 1, the Fiscal Agent shall transfer all remaining amounts in the Bond Fund to the Surplus Fund, unless on or prior to such date, it has received a Certificate of an Authorized Representative directing that certain amounts be retained in the Bond Fund because the District has included such amounts as being available in the Bond Fund in calculating the amount of the levy of Special Taxes for such Fiscal Year pursuant to Section 5.2(b) hereof. Moneys deposited in the Surplus Fund will be transferred by the Fiscal Agent at the direction of an Authorized Representative of the School District (i) to the Interest Account, the Principal Account or the Redemption Account of the Bond Fund to pay the principal of, including sinking fund payments, premium, if any, and interest on the Bonds and any Parity Bonds when due in the event that moneys in the Bond Fund are insufficient therefor, and (ii) for any other lawful purpose of the District.

The amounts in the Surplus Fund are not pledged to the repayment of the Bonds or the Parity Bonds and may be used by the District for any lawful purpose. In the event that the District reasonably expects to use any portion of the moneys in the Surplus Fund to pay debt service on any Outstanding Bonds or Parity Bonds, the District will notify the Fiscal Agent in a Certificate of an Authorized Representative and the Fiscal Agent will segregate such amount into a separate subaccount and the moneys on deposit in such subaccount of the Surplus Fund shall be invested at the written direction of the District in Authorized Investments the interest on which is excludable from gross income under Section 103 of the Code (other than bonds the interest on which is a tax preference item for purposes of computing the alternative minimum tax of individuals and corporations under the Code) or in Authorized Investments at a yield not in excess of the yield on the issue of Bonds or Parity Bonds to which such amounts are to be applied, unless, in the opinion of Bond Counsel, investment at a higher yield will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Bonds or any Parity Bonds which were issued on a tax-exempt basis for federal income tax purposes.

Section 3.7 Investments. Moneys held in any of the Funds or Accounts under this Indenture shall be invested by the Fiscal Agent or the District, as applicable, in accordance with the limitations set forth below only in Authorized Investments which shall be deemed at all times to be a part of such Accounts. Any loss resulting from such Authorized Investments shall be credited or charged to the Account from which such investment was made, and any investment earnings on amounts deposited in the Bond Fund, and each Account therein, and of the Surplus Fund shall be deposited in those respective Funds and Accounts. Moneys in the Funds and Accounts held under this Indenture may be invested by the District or the Fiscal Agent as directed in writing by the District, as applicable, from time to time, in Authorized Investments subject to the following restrictions:

(a) Moneys in the Interest Account, the Principal Account, and the Redemption Account of the Bond Fund shall be invested only in Authorized Investments which will by their terms mature, or are available for withdrawal without penalty, on such dates so as to ensure the payment of principal of, premium, if any, and interest on the Bonds as the same become due.

(b) In the absence of written investment directions from the District, the Fiscal Agent shall hold moneys hereunder uninvested.

The District or the Fiscal Agent, as applicable, shall sell, or present for redemption, any Authorized Investment whenever it may be necessary to do so in order to provide moneys to meet any payment or transfer to such Accounts or from such Accounts to which such Authorized Investments is credited. For the purpose of determining at any given time the balance in any such Accounts, any such investments constituting a part of such Accounts shall be valued at the lower of the cost or the market value thereof, exclusive of accrued interest, semiannually. In making any valuations hereunder, the District or the Fiscal Agent, as applicable, may utilize such generally recognized pricing information services (including brokers and dealers in securities) as may be available to it, including, without limitation, those available through its regular accounting system, and conclusively rely thereon. Notwithstanding anything herein to the contrary, the District or the Fiscal Agent, as applicable, shall not be responsible for any loss from investments, sales or transfers undertaken in accordance with the provisions of this Indenture.

The Fiscal Agent or the District, as applicable, may act as principal or agent in the making or disposing of any investment. The Fiscal Agent or the District, as applicable, may sell, or present for redemption, any Authorized Investment so purchased whenever it shall be necessary to provide moneys to meet any required payment, transfer, withdrawal or disbursement from the fund or account to which such Authorized Investment is credited, and, the Fiscal Agent or the District, as applicable, shall not be liable or responsible for any loss resulting from such investment. For investment purposes, the Fiscal Agent or the District, as applicable, may commingle the funds and accounts established hereunder, but shall account for each separately.

The District acknowledges that, to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the District the right to receive brokerage confirmations of security transactions as they occur, at no additional cost, the District specifically waives receipt of such confirmations to the extent permitted by law. The Fiscal Agent will furnish the District periodic cash transaction statements which shall include detail for all investment transactions made by the Fiscal Agent hereunder. The Fiscal Agent and its affiliates may act as sponsor, advisor, depository, principal or agent in the holding, acquisition or disposition of any investment.

ARTICLE IV

REDEMPTION OF BONDS AND PARITY BONDS

Section 4.1 Redemption of Bonds.

(a) Optional Redemption. The Bonds maturing on or after September 1, 20__ may be redeemed, at the option of the District, from any source of funds on any date on or after September 1, 20__, in whole, or in part from such maturities as are selected by the District and by lot within a maturity, at a redemption price equal to the principal amount to be redeemed, together with accrued interest to the date of redemption.

In the event the District elects to redeem Bonds as provided above, the District shall give written notice to the Fiscal Agent of its election to so redeem, the redemption date and the principal amount of the Bonds to be redeemed. The notice to the Fiscal Agent shall be given at least 60 but no more than 90 days prior to the redemption date, or by such later date as is acceptable to the Fiscal Agent, in its sole discretion. The Bonds may be redeemed pursuant to this Section 4.1(a) only with the prior consent of the School District. The redemption of any Bonds pursuant to this subsection shall cause a prepayment of the corresponding School District Certificates.

(b) Extraordinary Redemption. The Bonds are subject to extraordinary redemption from Prepayments as a whole, or in part on a pro rata basis among maturities, on any Interest Payment Date, and shall be redeemed by the Fiscal Agent, from Prepayments deposited to the Redemption Account pursuant to Section 3.2 at the following redemption prices, expressed as a percentage of the principal amount to be redeemed, together with accrued interest to the redemption date:

Redemption Dates	***Premium***
Any Interest Payment Date through March 1, 20__	103%
September 1, 20__ and March 1, 20__	102
September 1, 20__ and March 1, 20__	101
September 1, 20__ and any Interest Payment Date thereafter	100

The redemption of any Bonds pursuant to this subsection shall cause a prepayment of the corresponding School District Certificates.

(c) The redemption provisions for Parity Bonds shall be set forth in a Supplemental Indenture.

Section 4.2 Selection of Bonds and Parity Bonds for Redemption. If less than all of the Bonds or Parity Bonds Outstanding are to be redeemed, the portion of any Bond or Parity Bond of a denomination of more than $5,000 to be redeemed shall be in the principal amount of $5,000 or an integral multiple thereof. In selecting portions of such Bonds or Parity Bonds for redemption, the Fiscal Agent shall treat such Bonds or Parity Bonds, as applicable, as representing that number of Bonds or Parity Bonds of $5,000 denominations which is obtained by dividing the principal amount of such Bonds or Parity Bonds to be redeemed in part by $5,000, and such selection of Bonds for redemption shall be by lot. The procedure for the selection of Parity Bonds for redemption may be modified as set forth in the Supplemental Indenture for such Parity Bonds; otherwise, such selection shall be by lot. The Fiscal Agent shall promptly notify the District, in writing, of the Bonds or Parity Bonds, or portions thereof, selected for redemption.

Section 4.3 Reserved.

Section 4.4 Partial Redemption of Bonds or Parity Bonds. Upon surrender of any Bond or Parity Bond to be redeemed in part only, the District shall execute and the Fiscal Agent shall authenticate and deliver to the Bondowner, at the expense of the District, a new Bond or Bonds or a new Parity Bond or Parity Bonds of authorized denominations equal in aggregate principal amount to the unredeemed portion of the Bonds surrendered, with the same interest rate and the same maturity or, in the case of surrender of a Parity Bond, a new Parity Bond or Parity Bonds subject to the foregoing limitations.

Section 4.5 Availability of Redemption Money. The amount necessary for the redemption having been made available for that purpose and being available therefor on the date fixed for such redemption:

(a) The Bonds and Parity Bonds, or portions thereof, designated for redemption shall, on the date fixed for redemption, become due and payable at the redemption price thereof as provided in this Indenture or in any Supplemental Indenture with respect to any Parity Bonds, anything in this Indenture or in the Bonds or the Parity Bonds to the contrary notwithstanding;

(b) Upon presentation and surrender thereof at the Principal Office of the Fiscal Agent, the redemption price of such Bonds and Parity Bonds shall be paid to the Owners thereof;

(c) As of the redemption date the Bonds or the Parity Bonds, or portions thereof so designated for redemption shall be deemed to be no longer Outstanding and such Bonds or Parity Bonds, or portions thereof, shall cease to bear further interest; and

(d) As of the date fixed for redemption no Owner of any of the Bonds, Parity Bonds or portions thereof so designated for redemption shall be entitled to any of the benefits of this Indenture or any Supplemental Indenture, or to any other rights, except with respect to payment of the redemption price and interest accrued to the redemption date from the amounts so made available.

ARTICLE V

COVENANTS AND WARRANTY

Section 5.1 Warranty. The District shall preserve and protect the security pledged hereunder to the Bonds and any Parity Bonds against all claims and demands of all persons.

Section 5.2 Covenants. So long as any of the Bonds or Parity Bonds issued hereunder are Outstanding and unpaid, the District makes the following covenants with the Bondowners under the provisions of the Act and this Indenture (to be performed by the District or its proper officers, agents or employees), which covenants are necessary and desirable to secure the Bonds and Parity Bonds and tend to make them more marketable; provided, however, that said covenants do not require the District to expend any funds or moneys other than the Special Taxes and other amounts deposited to the School District Certificate Subaccount of the Special Tax Fund:

(a) Punctual Payment; Against Encumbrances. The District covenants that it will receive all Special Taxes in trust for the Owners and will instruct the Treasurer of the District to deposit all Special Taxes with the Fiscal Agent immediately upon their apportionment to the District, and the

District shall have no beneficial right or interest in the amounts so deposited except as provided by this Indenture. All such Special Taxes shall be disbursed, allocated and applied solely to the uses and purposes set forth herein, and shall be accounted for separately and apart from all other money, funds, accounts or other resources of the District.

The District covenants that it will duly and punctually pay or cause to be paid the principal of and interest on every Bond and Parity Bond issued hereunder, together with the premium, if any, thereon on the date, at the place and in the manner set forth in the Bonds and the Parity Bonds and in accordance with this Indenture to the extent that Special Taxes and other amounts pledged hereunder are available therefor, and that the payments into the Funds and Accounts created hereunder will be made, all in strict conformity with the terms of the Bonds, any Parity Bonds, and this Indenture, and that it will faithfully observe and perform all of the conditions, covenants and requirements of this Indenture and all Supplemental Indentures and of the Bonds and any Parity Bonds issued hereunder.

(b) Payment of Claims. The District will pay and discharge any and all lawful claims for labor, materials or supplies which, if unpaid, might become a lien or charge upon the Special Taxes or other funds in the School District Certificate Subaccount of the Special Tax Fund, or which might impair the security of the Bonds or any Parity Bonds then Outstanding; provided that nothing herein contained shall require the District to make any such payments so long as the District in good faith shall contest the validity of any such claims.

(c) Books and Accounts. The District will keep proper books of records and accounts, separate from all other records and accounts of the District, in which complete and correct entries shall be made of all transactions relating to the Project, the levy of the Special Tax and the deposits to the School District Certificate Subaccount of the Special Tax Fund. Such books of records and accounts shall at all times during business hours be subject to the inspection of the Fiscal Agent or of the Owners of not less than 10% of the principal amount of the Bonds or the Owners of not less than 10% of any issue of Parity Bonds then Outstanding or their representatives authorized in writing.

(d) Federal Tax Covenants. Notwithstanding any other provision of this Indenture, absent an opinion of Bond Counsel that the exclusion from gross income of interest on the School District Certificates issued on a tax-exempt basis for federal income tax purposes will not be adversely affected for federal income tax purposes, the District covenants to comply with all applicable requirements of the Code necessary to preserve such exclusion from gross income and specifically covenants, without limiting the generality of the foregoing, as follows:

(i) Private Activity. The District will take no action or refrain from taking any action or make any use of the proceeds of the Bonds or any Parity Bonds or of any other moneys or property which would cause the School District Certificates issued on a tax-exempt basis for federal income tax purposes to be "private activity bonds" within the meaning of Section 141 of the Code;

(ii) Arbitrage. The District will make no use of the proceeds of the Bonds or any Parity Bonds or of any other amounts or property, regardless of the source, or take any action or refrain from taking any action which will cause the School District Certificates issued on a tax-exempt basis for federal income tax purposes to be "arbitrage bonds" within the meaning of Section 148 of the Code;

(iii) Federal Guaranty. The District will make no use of the proceeds of the Bonds or any Parity Bonds or take or omit to take any action that would cause the School District

Certificates issued on a tax-exempt basis for federal income tax purposes to be "federally guaranteed" within the meaning of Section 149(b) of the Code;

(iv) Hedge Bonds. The District will make no use of the proceeds of the Bonds or any Parity Bonds or any other amounts or property, regardless of the source, or take any action or refrain from taking any action that would cause the School District Certificates issued on a tax-exempt basis for federal income tax purposes to be considered "hedge bonds" within the meaning of Section 149(g) of the Code unless the District takes all necessary action to assure compliance with the requirements of Section 149(g) of the Code to maintain the exclusion from gross income for federal income tax purposes of interest on the School District Certificates; and

(v) Other Tax Exempt Issues. The District will not use proceeds of other tax exempt securities to redeem any Bonds or Parity Bonds without first obtaining the written opinion of Bond Counsel that doing so will not impair the exclusion from gross income for federal income tax purposes of interest on the School District Certificates issued on a tax-exempt basis.

(e) Limitation on Right to Tender Bonds. The District hereby covenants that it will not adopt any policy pursuant to Section 53344.1 of the Act permitting the tender of Bonds or Parity Bonds in full payment or partial payment of any Special Taxes unless the District shall have first received a certificate from an Independent Financial Consultant that the acceptance of such a tender will not result in the District having insufficient Special Tax revenues to pay the principal of and interest on the Bonds and Parity Bonds when due.

(f) Further Assurances. The District shall make, execute and deliver any and all such further agreements, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Indenture and for the better assuring and confirming unto the Owners of the Bonds and any Parity Bonds of the rights and benefits provided in this Indenture.

(g) Subordinate Debt. Any indebtedness of the District evidenced by any subordinated debt and any renewals or extensions thereof (herein called "Subordinated Indebtedness"), shall at all times be wholly subordinate and junior in right of payment to any and all indebtedness of the District under this Indenture (herein called "Superior Indebtedness"). Following an event of default under this Indenture, no Subordinated Indebtedness shall be paid prior to any Superior Indebtedness in any fiscal year of the District. If the holder of the Subordinated Indebtedness is a commercial bank, savings bank, savings and loan association or other financial institution which is authorized by law to accept and hold deposits of money or issue certificates of deposit, such holder must agree to waive any common law or statutory right of setoff with respect to any deposits of the District maintained with or held by such holder.

ARTICLE VI

AMENDMENTS TO INDENTURE

Section 6.1 Supplemental Indentures or Orders Not Requiring Bondowner Consent. The District may from time to time, and at any time, without notice to or consent of any of the Bondowners (except as otherwise provided in this Section 6.1), adopt Supplemental Indentures for any of the following purposes:

(a) to cure any ambiguity, to correct or supplement any provisions herein which may be inconsistent with any other provision herein, or to make any other provision with respect to matters or questions arising under this Indenture or in any Supplemental Indenture, provided that such action is not materially adverse to the interests of the Bondowners, as evidenced by the opinion of counsel delivered pursuant to Section 6.4 hereof;

(b) to add to the covenants and agreements of and the limitations and the restrictions upon the District contained in this Indenture, other covenants, agreements, limitations and restrictions to be observed by the District which are not contrary to or inconsistent with this Indenture as theretofore in effect or which further secure Bond or Parity Bond payments;

(c) to provide for the issuance of any Parity Bonds (which may be issued for refunding purposes only), and to provide the terms and conditions under which such Parity Bonds may be issued, subject to and in accordance with the provisions of this Indenture;

(d) to modify, amend or supplement this Indenture in such manner as to permit the qualification hereof under the Trust Indenture Act of 1939, as amended, or any similar federal statute hereafter in effect, or to comply with the Code or regulations issued thereunder, and to add such other terms, conditions and provisions as may be permitted by said act or similar federal statute, and which shall not materially adversely affect the interests of the Owners of the Bonds or any Parity Bonds then Outstanding, as evidenced by the opinion of counsel delivered pursuant to Section 6.4 hereof; or

(e) to modify, alter, amend or supplement this Indenture in any other respect which is not materially adverse to the Bondowners, as evidenced by the opinion of counsel delivered pursuant to Section 6.4 hereof.

Section 6.2 Supplemental Indentures or Orders Requiring Bondowner Consent. Exclusive of the Supplemental Indentures described in Section 6.1, the Owners of not less than a majority in aggregate principal amount of the Bonds and Parity Bonds Outstanding shall have the right to consent to and approve the adoption by the District of such Supplemental Indentures as shall be deemed necessary or desirable by the District, for the purpose of waiving, modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Indenture; provided, however, that nothing herein shall permit, or be construed as permitting, (a) an extension of the maturity date of the principal, or the payment date of interest on, any Bond or Parity Bond, (b) a reduction in the principal amount of, or redemption premium on, any Bond or Parity Bond or the rate of interest thereon, (c) a preference or priority of any Bond or Parity Bond over any other Bond or Parity Bond, or (d) a reduction in the aggregate principal amount of the Bonds and Parity Bonds the Owners of which are required to consent to such Supplemental Indenture, without the consent of the Owners of all Bonds and Parity Bonds then Outstanding.

If at any time the District shall desire to adopt a Supplemental Indenture, which pursuant to the terms of this Section shall require the consent of the Bondowners, the District shall so notify the Fiscal Agent and shall deliver to the Fiscal Agent a copy of the proposed Supplemental Indenture. The Fiscal Agent shall, at the expense of the District, cause notice of the proposed Supplemental Indenture to be mailed, by first class mail, postage prepaid, to all Bondowners at their addresses as they appear in the Bond Register. Such notice shall briefly set forth the nature of the proposed Supplemental Indenture and shall state that a copy thereof is on file at the office of the Fiscal Agent for inspection by all Bondowners. The failure of any Bondowners to receive such notice shall not affect the validity of such Supplemental Indenture when consented to and approved by the Owners of not less than a majority in

aggregate principal amount of the Bonds and Parity Bonds Outstanding as required by this Section. Whenever at any time within one year after the date of the first mailing of such notice, the Fiscal Agent shall receive an instrument or instruments purporting to be executed by the Owners of not less than a majority in aggregate principal amount of the Bonds and Parity Bonds Outstanding, which instrument or instruments shall refer to the proposed Supplemental Indenture described in such notice, and shall specifically consent to and approve the adoption thereof by the District substantially in the form of the copy referred to in such notice as on file with the Fiscal Agent, such proposed Supplemental Indenture, when duly adopted by the District, shall thereafter become a part of the proceedings for the issuance of the Bonds and any Parity Bonds. In determining whether the Owners of a majority of the aggregate principal amount of the Bonds and Parity Bonds have consented to the adoption of any Supplemental Indenture, Bonds or Parity Bonds which are owned by the District or by any person directly or indirectly controlling or controlled by or under the direct or indirect common control with the District, shall be disregarded and shall be treated as though they were not Outstanding for the purpose of any such determination; except that in determining whether the Fiscal Agent shall be protected in relying upon any such approval or consent of an Owner, only Bonds which the Fiscal Agent actually knows to be owned by the District, or by any person directly or indirectly controlling or controlled by or under the direct or indirect common control with the District, shall be disregarded unless all Bonds are so owned, in which case such Bonds shall be considered Outstanding for the purpose of such determination.

Upon the adoption of any Supplemental Indenture and the receipt of consent to any such Supplemental Indenture from the Owners of not less than a majority in aggregate principal amount of the Outstanding Bonds and Parity Bonds in instances where such consent is required pursuant to the provisions of this section, this Indenture shall be, and shall be deemed to be, modified and amended in accordance therewith, and the respective rights, duties and obligations under this Indenture of the District and all Owners of Outstanding Bonds and Parity Bonds shall thereafter be determined, exercised and enforced hereunder, subject in all respects to such modifications and amendments.

The Fiscal Agent may in its discretion, but shall not be obligated to, enter into any such Supplemental Indenture authorized by Sections 6.1 and 6.2 which affects the Fiscal Agent's own rights, duties or immunities under this Indenture or otherwise.

Section 6.3 Notation of Bonds or Parity Bonds; Delivery of Amended Bonds or Parity Bonds. After the effective date of any action taken as hereinabove provided, the District may determine that the Bonds or any Parity Bonds may bear a notation, by endorsement in form approved by the District, as to such action, and in that case upon demand of the Owner of any Outstanding Bond or Parity Bond at such effective date and presentation of his Bond or Parity Bond for the purpose at the office of the Fiscal Agent or at such additional offices as the Fiscal Agent may select and designate for that purpose, a suitable notation as to such action shall be made on such Bonds or Parity Bonds. If the District shall so determine, new Bonds or Parity Bonds so modified as, in the opinion of the District, shall be necessary to conform to such action shall be prepared and executed, and in that case upon demand of the Owner of any Outstanding Bond or Parity Bond at such effective date such new Bonds or Parity Bonds shall be exchanged at the office of the Fiscal Agent or at such additional offices as the Fiscal Agent may select and designate for that purpose, without cost to each Owner of Outstanding Bonds or Parity Bonds, upon surrender of such Outstanding Bonds or Parity Bonds.

Section 6.4 Execution of Supplemental Indentures. In executing, or accepting the additional trusts created by, any supplemental indenture permitted by this Article or the modification thereby of the trusts created by this Indenture, the Fiscal Agent shall be entitled to receive, and shall

be fully protected in relying upon, an opinion of Bond Counsel stating that the execution of such supplemental indenture is authorized or permitted by this Indenture and complies with the terms hereof. The Fiscal Agent may, but shall not be obligated to, enter into any such supplemental indenture which affects the Fiscal Agent's own rights, duties or immunities under this Indenture or otherwise.

ARTICLE VII

FISCAL AGENT

Section 7.1 Fiscal Agent. U.S. Bank National Association shall be the Fiscal Agent for the Bonds and any Parity Bonds unless and until another Fiscal Agent is appointed by the District hereunder. The District may, at any time, appoint a successor Fiscal Agent satisfying the requirements of Section 7.2 below for the purpose of receiving all money which the District is required to deposit with the Fiscal Agent hereunder and to allocate, use and apply the same as provided in this Indenture; provided, however, that the Fiscal Agent shall be at all times the same entity as the School District Trustee.

The Fiscal Agent is hereby authorized to and shall mail by first class mail, postage prepaid, or wire transfer in accordance with Section 2.5 above, interest payments to the Bondowners, to select Bonds and Parity Bonds for redemption, and to maintain the Bond Register. The Fiscal Agent is hereby authorized to pay the principal of and premium, if any, on the Bonds and Parity Bonds when the same are duly presented to it for payment at maturity or on call and redemption, to provide for the registration of transfer and exchange of Bonds and Parity Bonds presented to it for such purposes, to provide for the cancellation of Bonds and Parity Bonds all as provided in this Indenture, and to provide for the authentication of Bonds and Parity Bonds, and shall perform all other duties assigned to or imposed on it as provided in this Indenture. The Fiscal Agent shall keep accurate records of all funds administered by it and all Bonds and Parity Bonds paid, discharged and cancelled by it.

The Fiscal Agent is hereby authorized to redeem the Bonds and Parity Bonds when duly presented for payment at maturity, or on redemption prior to maturity. The Fiscal Agent shall cancel all Bonds and Parity Bonds upon payment thereof in accordance with the provisions of Section 10.1 hereof.

The District shall from time to time, subject to any agreement between the District and the Fiscal Agent then in force, pay to the Fiscal Agent compensation for its services, reimburse the Fiscal Agent for all its advances and expenditures, including, but not limited to, advances to and fees and expenses of independent accountants or counsel employed by it in the exercise and performance of its powers and duties hereunder, and indemnify and save the Fiscal Agent, its officers, directors, employees and agents, harmless from and against costs, claims, expenses, suits, judgments, damages and liabilities, including, without limitation, fees and expenses of its attorneys, not arising from its own negligence or willful misconduct which it may incur in the exercise and performance of its powers and duties hereunder. The foregoing obligation of the District to indemnify the Fiscal Agent shall survive the removal or resignation of the Fiscal Agent or the discharge of the Bonds. When the Fiscal Agent incurs expenses or renders services after the occurrence of an event of default, such expenses and the compensation for such services are intended to constitute expenses of administration under any federal or state bankruptcy, insolvency, arrangement, moratorium, reorganization or other debtor relief law. Upon an event of default, and only upon an event of default, the Fiscal Agent shall have a first lien with right of payment prior to payment on account of principal of and premium, if any, and interest on any Bond, upon the trust estate for the foregoing fees, charges and expenses incurred by it.

Section 7.2 Removal of Fiscal Agent. The District may, upon thirty (30) days' prior written notice at its sole discretion remove the Fiscal Agent initially appointed, and any successor thereto, by delivering to the Fiscal Agent a written notice of its decision to remove the Fiscal Agent and may appoint a successor or successors thereto; provided that any such successor shall be a bank, association or trust company having a combined capital (exclusive of borrowed capital) and surplus of at least $75,000,000, and subject to supervision or examination by federal or state authority. Any removal shall become effective only upon acceptance of appointment by the successor Fiscal Agent. If any bank, association or trust company appointed as a successor publishes a report of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority above referred to, then for the purposes of this section the combined capital and surplus of such bank, association or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. Any removal of the Fiscal Agent and appointment of a successor Fiscal Agent shall become effective only upon acceptance of appointment by the successor Fiscal Agent and notice being sent by the successor Fiscal Agent to the Bondowners of the successor Fiscal Agent's identity and address.

Section 7.3 Resignation of Fiscal Agent. The Fiscal Agent may at any time resign by giving written notice to the District and by giving to the Owners notice of such resignation, which notice shall be mailed to the Owners at their addresses appearing in the registration books in the office of the Fiscal Agent. Upon receiving such notice of resignation, the District shall promptly appoint a successor Fiscal Agent satisfying the criteria in Section 7.2 above by an instrument in writing. Any resignation or removal of the Fiscal Agent and appointment of a successor Fiscal Agent shall become effective only upon acceptance of appointment by the successor Fiscal Agent. If no successor Fiscal Agent shall have been appointed and have accepted appointment within forty-five (45) days of giving notice of removal or notice of resignation as aforesaid, the retiring Fiscal Agent or any Owner (on behalf of itself and all other Owners) may petition any court of competent jurisdiction for the appointment of a successor Fiscal Agent, and such court may thereupon, after such notice (if any) as it may deem proper, appoint such successor Fiscal Agent.

Section 7.4 Liability of Fiscal Agent. The recitals of fact and all promises, covenants and agreements contained herein and in the Bonds and any Parity Bonds shall be taken as statements, promises, covenants and agreements of the District, and the Fiscal Agent assumes no responsibility for the correctness of the same and makes no representations as to the validity or sufficiency of this Indenture, the Bonds or any Parity Bonds, and shall incur no responsibility in respect thereof, other than in connection with its duties or obligations specifically set forth herein, in the Bonds and any Parity Bonds, or in the certificate of authentication assigned to or imposed upon the Fiscal Agent. The Fiscal Agent shall be under no responsibility or duty with respect to the issuance of the Bonds or any Parity Bonds for value. The Fiscal Agent shall not be liable in connection with the performance of its duties hereunder, except for its own negligence or willful misconduct.

The Fiscal Agent shall be protected in acting upon any notice, resolution, request, consent, order, certificate, report, Bond, Parity Bond or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. The Fiscal Agent may consult with counsel, who may be counsel to the District, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered hereunder in good faith and in accordance therewith.

The Fiscal Agent shall not be bound to recognize any person as the Owner of a Bond or Parity Bond unless and until such Bond or Parity Bond is submitted for inspection, if required, and his title thereto satisfactorily established, if disputed.

Whenever in the administration of its duties under this Indenture the Fiscal Agent shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of bad faith on the part of the Fiscal Agent, be deemed to be conclusively proved and established by a written certificate of the District, and such certificate shall be full warrant to the Fiscal Agent for any action taken or suffered under the provisions of this Indenture upon the faith thereof, but in its discretion the Fiscal Agent may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

The Fiscal Agent shall have no duty or obligation whatsoever to enforce the collection of Special Taxes or other funds to be deposited with it hereunder, or as to the correctness of any amounts received, but its liability shall be limited to the proper accounting for such funds as it shall actually receive. No provision in this Bond Indenture shall require the Fiscal Agent to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of its rights or powers.

The Fiscal Agent shall not be deemed to have knowledge of any default or event of default until an officer at the Fiscal Agent's corporate trust office responsible for the administration of its duties hereunder shall have actual knowledge thereof or the Fiscal Agent shall have received written notice thereof at its corporate trust office.

The Fiscal Agent shall not be considered in breach of or in default in its obligations hereunder or progress in respect thereto in the event of delay ("unavoidable delay") in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including, but not limited to, Acts of God or of the public enemy or terrorists or acts of a government.

The Fiscal Agent shall have no responsibility or liability with respect to any information, statements or recital in any offering memorandum or other disclosure material prepared or distributed with respect to the issuance of the Bonds.

The Fiscal Agent shall be under no obligation to exercise any of the rights or powers vested in it by this Indenture at the request, order or direction of any of the Owners pursuant to the provisions of this Indenture unless such Owners shall have offered to the Fiscal Agent security or indemnity satisfactory to it against the costs, expenses and liabilities which may be incurred therein or thereby.

The Fiscal Agent, prior to the occurrence of an Event of Default and after the curing or waiver of all Events of Default which may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in the Indenture. In case an Event of Default has occurred (which has not been cured or waived) the Fiscal Agent shall exercise such of the rights and powers vested in it by the Indenture, and use the same degree of care and skill as a prudent person would use or exercise in the circumstances in the conduct of such prudent person's own affairs.

The Fiscal Agent shall have the right to accept and act upon instructions, including funds transfer instructions ("Instructions") given pursuant to this Indenture and delivered using Electronic Means ("Electronic Means" means the following communications methods: e-mail, facsimile

transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Fiscal Agent, or another method or system specified by the Fiscal Agent as available for use in connection with its services hereunder); provided, however, that the District shall provide to the Fiscal Agent an incumbency certificate listing officers with the authority to provide such Instructions ("Authorized Officers") and containing specimen signatures of such Authorized Officers, which incumbency certificate shall be amended by the District, whenever a person is to be added or deleted from the listing. If the District elects to give the Fiscal Agent Instructions using Electronic Means and the Fiscal Agent in its discretion elects to act upon such Instructions, the Fiscal Agent's understanding of such Instructions shall be deemed controlling. The District understands and agrees that the Fiscal Agent cannot determine the identity of the actual sender of such Instructions and that the Fiscal Agent shall conclusively presume that directions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Fiscal Agent have been sent by such Authorized Officer. The District shall be responsible for ensuring that only Authorized Officers transmit such Instructions to the Fiscal Agent and that the District and all Authorized Officers are solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the District. The Fiscal Agent shall not be liable for any losses, costs or expenses arising directly or indirectly from the Fiscal Agent's reliance upon and compliance with such Instructions notwithstanding such directions conflict or are inconsistent with a subsequent written instruction. The District agrees: (i) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Fiscal Agent, including without limitation the risk of the Fiscal Agent acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Fiscal Agent and that there may be more secure methods of transmitting Instructions than the method(s) selected by the District; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Fiscal Agent immediately upon learning of any compromise or unauthorized use of the security procedures.

The Fiscal Agent may execute any of the trusts or powers hereof and perform any of its duties by or through attorneys, agents or receivers and shall not be answerable for the conduct of the same if appointed with due care hereunder. The Fiscal Agent shall not be accountable for the use or application by the District of any of the Bonds or the proceeds thereof or for the use or application of any money paid over by the Fiscal Agent in accordance with the provisions of this Indenture or for the use and application of money received by any paying agent. The permissive right of the Fiscal Agent to do things enumerated in this Indenture shall not be construed as a duty and the Fiscal Agent shall not be answerable for other than its negligence or willful default.

The Fiscal Agent may become the owner of Bonds secured hereby with the same rights it would have if not Fiscal Agent. The Fiscal Agent shall have no responsibility with respect to compliance by the District with Section 148 of the Code or any covenant in this Indenture regarding yields on investments.

Notwithstanding the effective date of this Indenture or anything to the contrary in this Indenture, the Fiscal Agent shall have no liability or responsibility for any act or event relating to this Indenture which occurs prior to the date the Fiscal Agent formally executes this Indenture and commences acting as Fiscal Agent hereunder.

Section 7.5 Merger or Consolidation. Any company into which the Fiscal Agent may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Fiscal Agent may sell or transfer all or substantially all of its corporate trust business, shall be the successor to the Fiscal Agent without the execution or filing of any paper or further act, anything herein to the contrary notwithstanding.

ARTICLE VIII

EVENTS OF DEFAULT; REMEDIES

Section 8.1 Events of Default. Any one or more of the following events shall constitute an "event of default":

(a) Default in the due and punctual payment of the principal of or redemption premium, if any, on any Bond or Parity Bond when and as the same shall become due and payable, whether at maturity as therein expressed, by declaration or otherwise;

(b) Default in the due and punctual payment of the interest on any Bond or Parity Bond when and as the same shall become due and payable; or

(c) Except as described in (a) or (b), default shall be made by the District in the observance of any of the agreements, conditions or covenants on its part contained in this Indenture, the Bonds or any Parity Bonds, and such default shall have continued for a period of 30 days after the District shall have been given notice in writing of such default by the Fiscal Agent or the Owners of 25% in aggregate principal amount of the Outstanding Bonds and Parity Bonds.

The Fiscal Agent agrees to give notice to the Owners immediately upon the occurrence of an event of default under (a) or (b) above and within 30 days of the Fiscal Agent's actual knowledge of an event of default under (c) above.

Section 8.2 Remedies of Owners. Upon the occurrence of an Event of Default, the Fiscal Agent may pursue any available remedy at law or in equity to enforce the payment of the principal of, premium, if any, and interest on the Outstanding Bonds and Parity Bonds, and to enforce any rights of the Fiscal Agent under or with respect to this Indenture, including:

(a) By mandamus or other suit or proceeding at law or in equity to enforce his rights against the District and any of the members, officers and employees of the District, and to compel the District or any such members, officers or employees to perform and carry out their duties under the Act and their agreements with the Owners as provided in this Indenture;

(b) By suit in equity to enjoin any actions or things which are unlawful or violate the rights of the Owners; or

(c) By a suit in equity to require the District and its members, officers and employees to account as the trustee of an express trust.

If an Event of Default shall have occurred and be continuing and if requested so to do by the Owners of at least twenty-five percent (25%) in aggregate principal amount Outstanding Bonds and Parity Bonds and is indemnified to its satisfaction, the Fiscal Agent shall be obligated to exercise such

one or more of the rights and powers conferred by this Article VIII, as shall be deemed most expedient in the interests of the Owners of the Bonds and Parity Bonds.

No remedy herein conferred upon or reserved to the Fiscal Agent or to the Owners is intended to be exclusive of any other remedy. Every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing, at law or in equity or by statute or otherwise, and may be exercised without exhausting and without regard to any other remedy conferred by the Act or any other law.

The Bonds and any Parity Bonds are not subject to acceleration prior to maturity.

Nothing herein shall be deemed to authorize the Fiscal Agent to authorize or consent to or accept or adopt on behalf of any Owner any plan of reorganization, arrangement, adjustment, or composition affecting the Bonds or the rights of any Owner thereof, or to authorize the Fiscal Agent to vote in respect of the claim of any Owner in any such proceeding without the approval of the Owners so affected.

Section 8.3 Application of Revenues and Other Funds After Default. All amounts received by the Fiscal Agent pursuant to any right given or action taken by the Fiscal Agent under the provisions of this Indenture relating to the Bonds and Parity Bonds, or already held by the Fiscal Agent hereunder, shall be applied by the Fiscal Agent in the following order:

First, to the payment of the fees, costs and expenses of the Fiscal Agent in declaring such Event of Default and in carrying out the provisions of this Article VIII, including reasonable compensation to its agents, attorneys and counsel, and to the payment of all other outstanding fees and expenses of the Fiscal Agent; and

Second, to the payment of the whole amount of interest on and principal of the Bonds and Parity Bonds then due and unpaid, with interest on overdue installments of principal and interest to the extent permitted by law at the net effective rate of interest then borne by the Outstanding Bonds and Parity Bonds; provided, however, that in the event such amounts shall be insufficient to pay in full the full amount of such interest and principal, then such amounts shall be applied in the following order of priority:

(a) first to the payment of all installments of interest on the Bonds and Parity Bonds then due and unpaid on a pro rata basis based on the total amount then due and owing,

(b) second, to the payment of all installments of principal, including sinking fund payments, of the Bonds and Parity Bonds then due and unpaid on a pro rata basis based on the total amount then due and owing, and

(c) third, to the payment of interest on overdue installments of principal and interest on the Bonds and Parity Bonds, if any, on a pro rata basis based on the total amount then due and owing.

Section 8.4 Power of Fiscal Agent to Control Proceedings. In the event that the Fiscal Agent, upon the happening of an Event of Default, shall have taken any action, by judicial proceedings or otherwise, pursuant to its duties hereunder, whether upon its own discretion or upon the request of the Owners of twenty-five percent (25%) in aggregate principal amount of the Bonds and Parity Bonds

then Outstanding, it shall have full power, in the exercise of its discretion for the best interests of the Owners of the Bonds and Parity Bonds, with respect to the continuance, discontinuance, withdrawal, compromise, settlement or other disposal of such action; provided, however, that the Fiscal Agent shall not, unless there no longer continues an Event of Default, discontinue, withdraw, compromise or settle, or otherwise dispose of any litigation pending at law or in equity, if at the time there has been filed with it a written request signed by the Owners of a majority in aggregate principal amount of the Outstanding Bonds and Parity Bonds hereunder opposing such discontinuance, withdrawal, compromise, settlement or other such litigation. Any suit, action or proceeding which any Owner of Bonds or Parity Bonds shall have the right to bring to enforce any right or remedy hereunder may be brought by the Fiscal Agent for the equal benefit and protection of all Owners of Bonds and Parity Bonds similarly situated and the Fiscal Agent is hereby appointed (and the successive respective Owners of the Bonds and Parity Bonds issued hereunder, by taking and holding the same, shall be conclusively deemed so to have appointed it) the true and lawful attorney in fact of the respective Owners of the Bonds and Parity Bonds for the purposes of bringing any such suit, action or proceeding and to do and perform any and all acts and things for and on behalf of the respective Owners of the Bonds and Parity Bonds as a class or classes, as may be necessary or advisable in the opinion of the Fiscal Agent as such attorney-in-fact.

Section 8.5 Appointment of Receivers. Upon the occurrence of an Event of Default hereunder, and upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the Fiscal Agent and of the Owners of the Bonds and Parity Bonds under this Indenture, the Fiscal Agent shall be entitled, as a matter of right, to the appointment of a receiver or receivers of the Special Taxes and other amounts pledged hereunder, pending such proceedings, with such powers as the court making such appointment shall confer.

Section 8.6 Non-Waiver. Nothing in this Article VIII or in any other provision of this Indenture, or in the Bonds or the Parity Bonds, shall affect or impair the obligation of the District, which is absolute and unconditional, to pay the interest on and principal of the Bonds and Parity Bonds to the respective Owners of the Bonds and Parity Bonds at the respective dates of maturity, as herein provided, out of the Special Taxes and other moneys herein pledged for such payment.

A waiver of any default or breach of duty or contract by the Fiscal Agent or any Owners shall not affect any subsequent default or breach of duty or contract, or impair any rights or remedies on any such subsequent default or breach. No delay or omission of the Fiscal Agent or any Owner of any of the Bonds or Parity Bonds to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy conferred upon the Fiscal Agent or the Owners by the Act or by this Article VIII may be enforced and exercised from time to time and as often as shall be deemed expedient by the Fiscal Agent or the Owners, as the case may be.

Section 8.7 Limitations on Rights and Remedies of Owners. No Owner of any Bond or Parity Bond issued hereunder shall have the right to institute any suit, action or proceeding at law or in equity, for any remedy under or upon this Indenture, unless (a) such Owner shall have previously given to the Fiscal Agent written notice of the occurrence of an Event of Default; (b) the Owners of a majority in aggregate principal amount of all the Bonds and Parity Bonds then Outstanding shall have made written request upon the Fiscal Agent to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name; (c) said Owners shall have tendered to the Fiscal Agent indemnity reasonably acceptable to the Fiscal Agent against the costs, expenses and liabilities to be incurred in compliance with such request; and (d) the Fiscal Agent shall have refused or omitted to

comply with such request for a period of sixty (60) days after such written request shall have been received by, and said tender of indemnity shall have been made to, the Fiscal Agent.

Such notification, request, tender of indemnity and refusal or omission are hereby declared, in every case, to be conditions precedent to the exercise by any Owner of Bonds and Parity Bonds of any remedy hereunder; it being understood and intended that no one or more Owners of Bonds and Parity Bonds shall have any right in any manner whatever by his or their action to enforce any right under this Indenture, except in the manner herein provided, and that all proceedings at law or in equity to enforce any provision of this Indenture shall be instituted, had and maintained in the manner herein provided and for the equal benefit of all Owners of the Outstanding Bonds and Parity Bonds.

The right of any Owner of any Bond and Parity Bond to receive payment of the principal of and interest and premium (if any) on such Bond and Parity Bond as herein provided or to institute suit for the enforcement of any such payment, shall not be impaired or affected without the written consent of such Owner, notwithstanding the foregoing provisions of this Section or any other provision of this Indenture.

Section 8.8 Termination of Proceedings. In case the Fiscal Agent shall have proceeded to enforce any right under this Indenture by the appointment of a receiver or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely, then and in every such case, the District, the Fiscal Agent and the Owners shall be restored to their former positions and rights hereunder, respectively, with regard to the property subject to this Indenture, and all rights, remedies and powers of the Fiscal Agent shall continue as if no such proceedings had been taken.

ARTICLE IX

DEFEASANCE AND PARITY BONDS

Section 9.1 Defeasance. If the District shall pay or cause to be paid, or there shall otherwise be paid, to the Owner of an Outstanding Bond or Parity Bond the interest due thereon and the principal thereof, at the times and in the manner stipulated in this Indenture or any Supplemental Indenture, then the Owner of such Bond or Parity Bond shall cease to be entitled to the pledge of Special Taxes, and, other than as set forth below, all covenants, agreements and other obligations of the District to the Owner of such Bond or Parity Bond under this Indenture and any Supplemental Indenture relating to such Parity Bond shall thereupon cease, terminate and become void and be discharged and satisfied. In the event of a defeasance of all Outstanding Bonds and Parity Bonds pursuant to this Section, the Fiscal Agent shall execute and deliver to the District all such instruments as may be prepared on behalf of the District to evidence such discharge and satisfaction, and the Fiscal Agent shall pay over or deliver to the District's general fund all money or securities held by it pursuant to this Indenture which are not required for the payment of the principal of, premium, if any, and interest due on such Bonds and Parity Bonds.

Any Outstanding Bond or Parity Bond shall be deemed to have been paid within the meaning expressed in the first paragraph of this Section if such Bond or Parity Bond is paid in any one or more of the following ways:

(a) by paying or causing to be paid the principal of, premium, if any, and interest on such Bond or Parity Bond, as and when the same become due and payable;

(b) by depositing with the Fiscal Agent, in trust, at or before maturity, money which, together with the amounts then on deposit in the Bond Fund and available for such purpose, is fully sufficient to pay the principal of, premium, if any, and interest on such Bond or Parity Bond, as and when the same shall become due and payable; or

(c) by depositing with the Fiscal Agent or another escrow bank appointed by the District, in trust, Defeasance Securities, in which the District may lawfully invest its money, in such amount as will be sufficient, together with the interest to accrue thereon and moneys then on deposit in the Bond Fund and available for such purpose, together with the interest to accrue thereon, to pay and discharge the principal of, premium, if any, and interest on such Bond or Parity Bond, as and when the same shall become due and payable;

then, at the election of the District, and notwithstanding that any Outstanding Bonds and Parity Bonds shall not have been surrendered for payment, all obligations of the District under this Indenture and any Supplemental Indenture with respect to such Bond or Parity Bond shall cease and terminate, except for the obligation of the District under Section 7.1 hereof and the obligation of the Fiscal Agent to pay or cause to be paid to the Owners of any such Bond or Parity Bond not so surrendered and paid, all sums due thereon. Notice of such election shall be filed with the Fiscal Agent not less than ten days prior to the proposed defeasance date, or such shorter period of time as may be acceptable to the Fiscal Agent. In connection with a defeasance under (b) or (c) above, there shall be provided to the District and the Fiscal Agent a verification report from an independent nationally recognized certified public accountant, stating its opinion as to the sufficiency of the moneys or securities deposited with the Fiscal Agent or the escrow bank to pay and discharge the principal of, premium, if any, and interest on all Outstanding Bonds and Parity Bonds to be defeased in accordance with this Section, as and when the same shall become due and payable, and an opinion of Bond Counsel (which may rely upon the opinion of the certified public accountant) to the effect that the Bonds or Parity Bonds being defeased have been legally defeased in accordance with this Indenture and any applicable Supplemental Indenture.

Upon a defeasance, the Fiscal Agent, upon request of the District, shall release the rights of the Owners of such Bonds and Parity Bonds which have been defeased under this Indenture and any Supplemental Indenture and execute and deliver to the District all such instruments as may be prepared on behalf of the District to evidence such release, discharge and satisfaction. In the case of a defeasance hereunder of all Outstanding Bonds and Parity Bonds, the Fiscal Agent shall pay over or deliver to the District any funds held by the Fiscal Agent at the time of a defeasance, which are not required for the purpose of paying and discharging the principal of or interest on the Bonds and Parity Bonds when due. The Fiscal Agent shall, at the written direction of the District, mail, first class, postage prepaid, a notice to the Bondowners whose Bonds or Parity Bonds have been defeased, in the form directed by the District, stating that the defeasance has occurred.

Section 9.2 Conditions for the Issuance of Parity Bonds and Other Additional Indebtedness. The District may at any time after the issuance and delivery of the Bonds hereunder issue Parity Bonds payable from the Special Taxes in accordance with the provisions of the Pledge Agreements.

ARTICLE X

MISCELLANEOUS

Section 10.1 Cancellation of Bonds and Parity Bonds. All Bonds and Parity Bonds surrendered to the Fiscal Agent for payment upon maturity or for redemption shall be upon payment therefor, and any Bond or Parity Bond purchased by the District as authorized herein and delivered to the Fiscal Agent for such purpose shall be, cancelled forthwith and shall not be reissued. The Fiscal Agent shall destroy such Bonds and Parity Bonds, as provided by law, and, upon request of the District, furnish to the District a certificate of such destruction.

Section 10.2 Execution of Documents and Proof of Ownership. Any request, direction, consent, revocation of consent, or other instrument in writing required or permitted by this Indenture to be signed or executed by Bondowners may be in any number of concurrent instruments of similar tenor may be signed or executed by such Owners in person or by their attorneys appointed by an instrument in writing for that purpose, or by the bank, trust company or other depository for such Bonds. Proof of the execution of any such instrument, or of any instrument appointing any such attorney, and of the ownership of Bonds or Parity Bonds shall be sufficient for the purposes of this Indenture (except as otherwise herein provided), if made in the following manner:

(a) The fact and date of the execution by any Owner or his or her attorney of any such instrument and of any instrument appointing any such attorney, may be proved by a signature guarantee of any bank or trust company located within the United States of America. Where any such instrument is executed by an officer of a corporation or association or a member of a partnership on behalf of such corporation, association or partnership, such signature guarantee shall also constitute sufficient proof of his authority.

(b) As to any Bond or Parity Bond, the person in whose name the same shall be registered in the Bond Register shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal of any such Bond or Parity Bond, and the interest thereon, shall be made only to or upon the order of the registered Owner thereof or his or her legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond or Parity Bond and the interest thereon to the extent of the sum or sums to be paid. Neither the District nor the Fiscal Agent shall be affected by any notice to the contrary.

Nothing contained in this Indenture shall be construed as limiting the Fiscal Agent or the District to such proof, it being intended that the Fiscal Agent or the District may accept any other evidence of the matters herein stated which the Fiscal Agent or the District may deem sufficient. Any request or consent of the Owner of any Bond or Parity Bond shall bind every future Owner of the same Bond or Parity Bond in respect of anything done or suffered to be done by the Fiscal Agent or the District in pursuance of such request or consent.

Section 10.3 Unclaimed Moneys. Anything in this Indenture to the contrary notwithstanding, any money held by the Fiscal Agent or the Fiscal Agent in trust for the payment and discharge of any of the Outstanding Bonds and Parity Bonds which remain unclaimed for two years after the date when such Outstanding Bonds or Parity Bonds have become due and payable, if such money was held by the Fiscal Agent or the Fiscal Agent at such date, or for two years after the date of deposit of such money if deposited with the Fiscal Agent or the Fiscal Agent after the date when such Outstanding Bonds or Parity Bonds become due and payable, shall be repaid (without liability for

interest) by the Fiscal Agent or the Fiscal Agent to the District, as its absolute property and free from trust, and the Fiscal Agent or the Fiscal Agent shall thereupon be released and discharged with respect thereto and the Owners shall look only to the District for the payment of such Outstanding Bonds or Parity Bonds; provided, however, that, before being required to make any such payment to the District, the Fiscal Agent at the written request of the District or the Fiscal Agent shall, at the expense of the District, cause to be mailed by first-class mail, postage prepaid, to the registered Owners of such Outstanding Bonds or Parity Bonds at their addresses as they appear on the registration books of the Fiscal Agent a notice that said money remains unclaimed and that, after a date named in said notice, which date shall not be less than 30 days after the date of the mailing of such notice, the balance of such money then unclaimed will be returned to the District.

Section 10.4 Provisions Constitute Contract. The provisions of this Indenture shall constitute a contract between the District and the Bondowners and the provisions hereof shall be construed in accordance with the laws of the State of California.

In case any suit, action or proceeding to enforce any right or exercise any remedy shall be brought or taken and, should said suit, action or proceeding be abandoned, or be determined adversely to the Bondowners or the Fiscal Agent, then the District, the Fiscal Agent and the Bondowners shall be restored to their former positions, rights and remedies as if such suit, action or proceeding had not been brought or taken.

After the issuance and delivery of the Bonds this Indenture shall be irrepealable, but shall be subject to modifications to the extent and in the manner provided in this Indenture, but to no greater extent and in no other manner.

Section 10.5 Further Assurances. The District will adopt, make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Indenture, and for the better assuring and confirming unto the Owners of the Bonds or any Parity Bonds the rights and benefits provided in this Indenture.

Section 10.6 Severability. If any covenant, agreement or provision, or any portion thereof, contained in this Indenture, or the application thereof to any person or circumstance, is held to be unconstitutional, invalid or unenforceable, the remainder of this Indenture and the application of any such covenant, agreement or provision, or portion thereof, to other persons or circumstances, shall be deemed severable and shall not be affected thereby, and this Indenture, the Bonds and any Parity Bonds issued pursuant hereto shall remain valid and the Bondowners shall retain all valid rights and benefits accorded to them under the laws of the State of California.

Section 10.7 Notices. Any notices required to be given to the District with respect to the Bonds or this Indenture shall be mailed, first class, postage prepaid, or personally delivered to the Superintendent of the San Ysidro School District, 4350 Otay Mesa Road, San Ysidro, California 92173, and all notices to the Fiscal Agent in its capacity as Fiscal Agent shall be mailed, first class, postage prepaid, or personally delivered to the Fiscal Agent, 633 West Fifth Street, 24th Floor, Los Angeles, California 90071, Attention: Corporate Trust Department.

Section 10.8 Action on Next Business Day. If the date for making any payment or the last date for performance of any act or the exercising of any right, as provided in this Indenture, is not a Business Day, such payment, with no interest accruing for the period from and after such nominal date,

may be made or act performed or right exercised on the next succeeding Business Day with the same force and effect as if done on the nominal date provided therefor in this Indenture.

Section 10.9 Governing Laws. This Indenture shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, COMMUNITY FACILITIES DISTRICT NO. 3 OF THE SAN YSIDRO SCHOOL DISTRICT has caused this Bond Indenture to be signed by its President and Secretary, and U.S. BANK NATIONAL ASSOCIATION in token of its acceptance of the duties of the Fiscal Agent created hereunder, has caused this Bond Indenture to be signed in its corporate name by its officer identified below, all as of the day and year first above written.

COMMUNITY FACILITIES DISTRICT NO. 3 OF THE SAN YSIDRO SCHOOL DISTRICT

By: _____
President of the San Ysidro School District, acting in its capacity as the legislative body of Community Facilities District No. 3 of the San Ysidro School District

ATTEST:

_____
Secretary of the Board of Education of the San Ysidro School District, acting in its capacity as the legislative body of Community Facilities District No. 3 of the San Ysidro School District

U.S. BANK NATIONAL ASSOCIATION,
as Fiscal Agent

By: _____
Its: Authorized Officer

EXHIBIT A

FORM OF 2021 SPECIAL TAX BOND

No. __ $[PRINCIPAL AMOUNT]

UNITED STATES OF AMERICA
STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

COMMUNITY FACILITIES DISTRICT NO. 3
OF THE SAN YSIDRO SCHOOL DISTRICT
2021 SPECIAL TAX BOND

INTEREST RATE:	***MATURITY DATE:***	***DATED DATE:***
_____%	September 1, 20__	_____, 2021

REGISTERED OWNER: U.S. Bank National Association, as Trustee under that certain Trust Agreement dated as of _____ 1, 2021 by and among the San Ysidro School District, the San Ysidro Schools Public Finance Corporation and U.S. Bank National Association, as Trustee

PRINCIPAL AMOUNT: _____ AND NO/100 DOLLARS

COMMUNITY FACILITIES DISTRICT NO. 3 OF THE SAN YSIDRO SCHOOL DISTRICT (the "District") situated in the County of San Diego, State of California, FOR VALUE RECEIVED, hereby promises to pay, solely from certain amounts held under the Indenture (as hereinafter defined), to the Registered Owner named above, or registered assigns, on the Maturity Date set forth above, unless redeemed prior thereto as hereinafter provided, the Principal Amount set forth above, and to pay interest on such Principal Amount from the Interest Payment Date (as hereinafter defined) next preceding the date of authentication hereof, unless (i) the date of authentication is an Interest Payment Date in which event interest shall be payable from such date of authentication, (ii) the date of authentication is after a Record Date (as hereinafter defined) but prior to the immediately succeeding Interest Payment Date, in which event interest shall be payable from the Interest Payment Date immediately succeeding the date of authentication, or (iii) the date of authentication is prior to the close of business on the first Record Date in which event interest shall be payable from the Dated Date set forth above. Notwithstanding the foregoing, if at the time of authentication of this Bond interest is in default, interest on this Bond shall be payable from the last Interest Payment Date to which the interest has been paid or made available for payment or, if no interest has been paid or made available for payment, interest on this Bond shall be payable from the Dated Date set forth above. Interest will be paid semiannually on March 1 and September 1 and the final maturity date of the Bonds (each an "Interest Payment Date"), commencing _____ 1, 2021 at the Interest Rate set forth above, until the Principal Amount hereof is paid or made available for payment. The principal of and premium, if any, on this Bond are payable to the Registered Owner hereof in lawful money of the

United States of America upon presentation and surrender of this Bond at the Principal Office of the Fiscal Agent (as such term is defined in the Indenture), initially U.S. Bank National Association (the "Fiscal Agent"). Interest on this Bond shall be paid by check of the Fiscal Agent mailed, by first class mail, postage prepaid, or in certain circumstances described in the Indenture by wire transfer to an account within the United States of America, to the Registered Owner hereof as of the close of business on the fifteenth day of the month preceding the month in which the Interest Payment Date occurs (the "Record Date") at such Registered Owner's address as it appears on the registration books maintained by the Fiscal Agent.

This Bond is one of a duly authorized issue of "Community Facilities District No. 3 of the San Ysidro School District 2021 Special Tax Bonds" (the "Bonds") issued in the aggregate principal amount of $_____ pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, being Sections 53311, *et seq.*, of the California Government Code (the "Act") for the purpose of refinancing certain certificates of participation of the San Ysidro School District (the "School District"), financing the acquisition and construction of certain District facilities and paying certain costs related to the execution and delivery of such certificates. The issuance of the Bonds and the terms and conditions thereof are provided for by a resolution adopted by the Board of Education of the San Ysidro School District, acting in its capacity as the legislative body of the District (the "Legislative Body"), on _____, 2021, and a Bond Indenture, dated as of _____ 1, 2021, by and between the District and the Fiscal Agent, executed in connection therewith (the "Indenture"), and this reference incorporates the Indenture herein, and by acceptance hereof the Registered Owner of this Bond assents to said terms and conditions. The Indenture is adopted under and this Bond is issued under, and both are to be construed in accordance with, the laws of the State of California.

Pursuant to the Act and the Indenture, the principal of, premium, if any, and interest on this Bond are payable solely from the annual special taxes authorized under the Act to be levied and collected within the District, Community Facilities District No. 1 of the San Ysidro School District and Community Facilities District No. 2 of the San Ysidro School District, and allocated to the payments of amount due under the Indenture pursuant to certain pledge agreements, as amended, and a special tax pooling agreement (the "Special Taxes"), all as more fully set forth in the Indenture, and certain other amounts pledged to the repayment of the Bonds as set forth in the Indenture. Any amounts for the payment hereof shall be limited to the Special Taxes pledged and collected, except to the extent that other provision for payment has been made by the Legislative Body, as may be permitted by law.

The payments of principal and interest on the Bonds have been sized to match the payments of principal and interest due on the San Ysidro School District 2021 Certificates of Participation (the "School District Certificates"). Notwithstanding anything in the Indenture to the contrary, to the extent that Special Taxes are used to make a payment of principal and/or interest is made by the School District on the School District Certificates, such payment shall act as a credit to the District for the corresponding payment due on the Bonds and the District shall be excused of its obligation to make such corresponding payment

The Bonds maturing on or after September 1, 20__ may be redeemed, at the option of the District, from any source of funds on any date on or after September 1, 20__, in whole, or in part from such maturities as are selected by the District and by lot within a maturity, at a redemption price equal to the principal amount to be redeemed, together with accrued interest to the date of redemption.

The Bonds are subject to extraordinary redemption in part on a pro rata basis among maturities, on any Interest Payment Date, and shall be redeemed by the Fiscal Agent, from Prepayments deposited

to the Redemption Account at the following redemption prices, expressed as a percentage of the principal amount to be redeemed, together with accrued interest to the redemption date:

Redemption Dates	***Premium***
Any Interest Payment Date through March 1, 20__	103%
September 1, 20__ and March 1, 20__	102
September 1, 20__ and March 1, 20__	101
September 1, 20__ and any Interest Payment Date thereafter	100

All Bonds or portions thereof so called for redemption will cease to accrue interest on the specified redemption date; provided that funds for the redemption are on deposit with the Fiscal Agent on the redemption date. Thereafter, the registered owners of such Bonds shall have no rights except to receive payment of the redemption price upon the surrender of the Bonds.

This Bond shall be registered in the name of the Registered Owner hereof, as to both principal and interest, and the District and the Fiscal Agent may treat the Registered Owner hereof as the absolute owner for all purposes and shall not be affected by any notice to the contrary.

The Bonds are issuable only in fully registered form in the denomination of $5,000 or any integral multiple thereof and may be exchanged for a like aggregate principal amount of Bonds of other authorized denominations of the same issue and maturity, all as more fully set forth in the Indenture. This Bond is transferable by the Registered Owner hereof, in person or by his attorney duly authorized in writing, at the Principal Office of the Fiscal Agent, but only in the manner, subject to the limitations and upon payment of the charges provided in the Indenture, upon surrender and cancellation of this Bond. Upon such transfer, a new registered Bond of authorized denomination or denominations for the same aggregate principal amount of the same issue and maturity will be issued to the transferee in exchange therefor.

The Fiscal Agent shall not be required to register transfers or make exchanges of (i) any Bonds for a period of 15 days next preceding any selection of the Bonds to be redeemed, or (ii) any Bonds chosen for redemption.

The rights and obligations of the District and of the registered owners of the Bonds may be amended at any time, and in certain cases without notice to or the consent of the registered owners, to the extent and upon the terms provided in the Indenture.

THE BONDS DO NOT CONSTITUTE OBLIGATIONS OF THE SAN YSIDRO SCHOOL DISTRICT OR OF THE DISTRICT FOR WHICH THE SAN YSIDRO SCHOOL DISTRICT OR THE DISTRICT IS OBLIGATED TO LEVY OR PLEDGE, OR HAS LEVIED OR PLEDGED, GENERAL OR SPECIAL TAXES, OTHER THAN THE SPECIAL TAXES REFERENCED HEREIN. THE BONDS ARE LIMITED OBLIGATIONS OF THE DISTRICT PAYABLE FROM THE PORTION OF THE SPECIAL TAXES AND OTHER AMOUNTS PLEDGED UNDER THE INDENTURE BUT ARE NOT A DEBT OF THE SAN YSIDRO SCHOOL DISTRICT, THE STATE OF CALIFORNIA OR ANY OF ITS POLITICAL SUBDIVISIONS WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION OR RESTRICTION.

This Bond shall not become valid or obligatory for any purpose until the certificate of authentication and registration hereon endorsed shall have been dated and signed by the Fiscal Agent.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required by law to exist, happen and be performed precedent to and in the issuance of this Bond do exist, have happened and have been performed in due time, form and manner as required by law, and that the amount of this Bond, together with all other indebtedness of the District, does not exceed any debt limit prescribed by the laws or Constitution of the State of California.

IN WITNESS WHEREOF, Community Facilities District No. 3 of the San Ysidro School District has caused this Bond to be dated as of _____, 2021, signed on behalf of the District by the President of the Board of Education of the San Ysidro School District by his or her facsimile signature and attested by the facsimile signature of the Secretary of the Board of Education.

_____

President of the Board of Education of the San Ysidro School District, acting in its capacity as the legislative body of Community Facilities District No. 3 of the San Ysidro School District

ATTEST:

_____

Secretary of the Board of Education of the San Ysidro School District, acting in its capacity as the legislative body of Community Facilities District No. 3 of the San Ysidro School District

[FORM OF FISCAL AGENT'S CERTIFICATE OF AUTHENTICATION AND REGISTRATION]

This is one of the Bonds described in the within-defined Indenture.

Dated: _____, 2021

U.S. BANK NATIONAL ASSOCIATION,
as Fiscal Agent

By: _____
Its: Authorized Officer

[FORM OF LEGAL OPINION]

The following is a true copy of the opinion rendered by Stradling Yocca Carlson & Rauth, a Professional Corporation, in connection with the issuance of, and dated as of the date of the original delivery of, the Bonds. A signed copy is on file in my office.

_____

Secretary of the Board of Education of the San Ysidro School District, acting in its capacity as the legislative body of Community Facilities District No. 3 of the San Ysidro School District

[FORM OF ASSIGNMENT]

For value received the undersigned do(es) hereby sell, assign and transfer unto

_____

whose tax identification number is _____,
the within-mentioned registered Bond and hereby irrevocably constitute(s) and appoint(s)

_____

attorney to transfer the same on the books of the Fiscal Agent with full power of substitution in the premises.

Dated: _____

Signature guaranteed:

_____

NOTE: Signature guarantee shall be made by a guarantor institution participating in the Securities Transfer Agents Medallion Program or in such other guarantee program acceptable to the Fiscal Agent.

_____

NOTE: The signatures(s) on this Assignment must correspond with the name(s) as written on the face of the within Bond in every particular without alteration or enlargement or any change whatsoever.

SPECIAL TAX POOLING AGREEMENT

This SPECIAL TAX POOLING AGREEMENT (this "Agreement"), dated as of _____ 1, 2021 is by and among the SAN YSIDRO SCHOOL DISTRICT (the "School District"), COMMUNITY FACILITIES DISTRICT NO. 1 OF THE SAN YSIDRO SCHOOL DISTRICT ("CFD No. 1"), COMMUNITY FACILITIES DISTRICT NO. 2 OF THE SAN YSIDRO SCHOOL DISTRICT ("CFD No. 2"), COMMUNITY FACILITIES DISTRICT NO. 3 OF THE SAN YSIDRO SCHOOL DISTRICT ("CFD No. 3," and with CFD No. 1 and CFD No. 2, the "Community Facilities Districts") and U.S. BANK NATIONAL ASSOCIATION ("U.S. Bank"), as trustee under that certain Trust Agreement dated as of _____ 1, 2021 (the "Trust Agreement"), by and among the School District, San Ysidro Schools Public Finance Corporation and U.S. Bank, and as fiscal agent under that certain Bond Indenture, dated as of _____ 1, 2021, by and between the School District and U.S. Bank.

RECITALS

WHEREAS, the School District has previously caused the execution and delivery, of several series of certificates of participation and may cause the execution and delivery in the future of additional series of certificates of participation (collectively, the "Certificates") for the purpose of financing or refinancing certain school facilities which are facilities eligible to be financed by the Community Facilities Districts; and

WHEREAS, pursuant to a Pledge Agreement and amendments thereto by and between the School District and each of the Community Facilities Districts, respectively (collectively, as amended, the "Pledge Agreements"), the Community Facilities Districts have pledged the special taxes collected within the Community Facilities Districts, after the payment of certain administrative expenses (the "Special Taxes"), to the lease payments evidenced by the Certificates; and

WHEREAS, in furtherance of the pledges memorialized in the Pledge Agreements: (i) the Community Facilities Districts have historically deposited all of the Special Taxes with the School District; (ii) the School District has historically aggregated the Special Taxes into a fund (the "CFD Special Tax Fund") held by the School District; and (iii) the School District has historically used the amounts within the CFD Special Tax Fund to make the lease payments evidenced by the Certificates and for certain other purposes permitted by the Pledge Agreements; and

WHEREAS, in order to comply with the provisions of the Pledge Agreements, the parties hereto desire to have U.S. Bank to establish a Special Tax Fund (the "Special Tax Fund") and have the School District transfer to U.S. Bank certain amounts currently held in the CFD Special Tax Fund; and

WHEREAS, the School District and the Community Facilities Districts desire to have U.S. Bank establish certain accounts and subaccounts within the Special Tax Fund to satisfy the requirements of the Pledge Agreements, as more fully set forth herein, and to use amounts on deposit within certain of the accounts within the Special Tax Fund to make the lease payments due with respect to the Certificates, including the 2021 Certificates (as defined herein); and

WHEREAS, the outstanding maturities of one series of Certificates, the San Ysidro School District 2012 Certificates of Participation (the "2012 Certificates"), are subject to special optional

prepayment at any time from the proceeds of any "Mello-Roos special tax bonds" issued by, or on behalf of, or for the benefit of the School District; and

WHEREAS, CFD No. 3 expects to issue special tax bonds (the "CFD No. 3 Bonds"), which will constitute "Mello-Roos special tax bonds" for purposes of the special optional prepayment provision of the 2012 Certificates, the proceeds of which will be used to defease and prepay the 2012 Certificates and finance certain additional authorized facilities; and

WHEREAS, in order to provide the funds necessary to prepay the 2012 Certificates and finance the additional authorized facilities, the School District desires to cause the execution and delivery of its 2021 Certificates of Participation (the "2021 Certificates") for the purpose of acquiring the CFD No. 3 Bonds, and

WHEREAS, in connection with the execution and delivery of the 2021 Certificates, each of the Community Facilities Districts will enter into an amendment to its respective Pledge Agreement with the School District (the "Pledge Agreement Amendments") for the purpose of pledging its Special Taxes to the payments due on the 2021 Certificates on a parity basis with the pledge to the other Certificates; and

WHEREAS, the Pledge Agreements permit the Community Facilities Districts to pledge the Special Taxes to the payment of lease payments evidenced by certificates of participation of the School District on a parity with the pledge of the Special Taxes to the 2015 Certificates and the 2016 Certificates; and

WHEREAS, the 2021 Certificates constitute "certificates of participation" of the School District and the Special Taxes can thus be pledged to the payments thereon on a parity with the pledge of the Special Taxes to the other Certificates; and

WHEREAS, in accordance with this Agreement, the parties hereto intend that all of the Special Taxes deposited to the subaccount of the Special Tax Fund that relates to the 2021 Certificates be available to make the payments due on the CFD No. 3 Bonds on a subordinate basis to the pledge of such Special Taxes to the 2021 Certificates; and

WHEREAS, Section 4 of the Pledge Agreements allows the Community Facilities Districts to use Special Taxes remaining after making the required contribution to the Revenue Stabilization Account created thereunder and the required lease payments evidenced by the Certificates (the "Excess Special Taxes") on other school facilities projects; and

WHEREAS, because the CFD No. 3 Bonds are being issued for the purpose of financing and refinancing school facilities projects, Excess Special Taxes on deposit in the subaccount of the Special Tax Fund that relates to the 2021 Certificates may be pledged to the payments thereon, with such payments being subordinate to the pledge of the Special Taxes to make the lease payments evidenced by the Certificates; and

WHEREAS, the payments of principal and interest due on the CFD No. 3 Bonds have been sized to match the payments of principal and interest due with respect to the 2021 Certificates; and

WHEREAS, the School District and CFD No. 3 hereby agree that, to the extent that a payment of principal and/or interest is made with respect to the 2021 Certificates, such payment shall

act as a credit to CFD No. 3 for the corresponding payment due on the CFD No. 3 Bonds and CFD No. 3 shall be excused of its obligation to make such corresponding payment;

NOW, THEREFORE, the parties hereto, for and in consideration of the promises of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby consent and agree as follows:

SECTION 1. The Recitals hereof are true and correct.

SECTION 2. The following accounts and subaccounts shall be created within the Special Tax Fund:

(a) The CFD No. 1 Account;

(b) The CFD No. 2 Account;

(c) The CFD No. 3 Account;

(d) The Revenue Stabilization Account;

(e) The Certificate Payment Account, which shall contain a subaccount for each series of Certificates then outstanding;

(f) A CFD No. 1 Surplus Account;

(g) A CFD No. 2 Surplus Account; and

(h) A CFD No. 3 Surplus Account.

SECTION 3. In each fiscal year, all Special Taxes when collected, less any amount retained by the School District for the payment of certain reasonable administrative expenses, shall be transferred to U.S. Bank for deposit to the Special Tax Fund, and the following transfers shall be made:

(a) First, the Special Taxes collected from within CFD No. 1, CFD No. 2 and CFD No. 3 shall be transferred to the CFD No. 1 Account, the CFD No. 2 Account and the CFD No. 3 Account, respectively;

(b) Second, any amount necessary to increase the amount on deposit in the Revenue Stabilization Account to the Minimum Required Balance for the current fiscal year shall be transferred to the Revenue Stabilization Account, from each of the CFD No. 1 Account, the CFD No. 2 Account and the CFD No. 3 Account, with the transfer from each Account being made as nearly as practicable on a pro rata basis based on total Special Taxes levied in such fiscal year for each of the Community Facilities Districts (a "Pro Rata Basis"), as set forth in a Certificate provided by the District annually to U.S. Bank, in substantially the form attached hereto as Exhibit A;

(c) Third, any amounts on deposit in the Revenue Stabilization Account as of July 1 of each fiscal year that are in excess of the Minimum Required Balance for such fiscal year shall be transferred, on a Pro Rata Basis, to the CFD No. 1 Account, the CFD No. 2 Account and the CFD No. 3 Account, respectively;

(d) Fourth, for each series of Certificates, including the 2021 Certificates and any Certificates issued in the future on a parity basis with the Certificates issued to date, an amount equal to the interest coming due on the March 1 in such fiscal year and the principal and interest coming due on the September 1 of the following fiscal year with respect to such Certificates shall be transferred, from each of the CFD No. 1 Account, the CFD No. 2 Account and the CFD No. 3 Account, on a Pro Rata Basis, into the applicable subaccount of the Certificate Payment Account, and used to make the payments of principal and interest due with respect to such series of Certificates, as the same shall become due; and

(e) Fifth, any remaining amounts on deposit in each of the CFD No. 1 Account, the CFD No. 2 Account and the CFD No. 3 Account after the transfers required by (b), (c) and (d) above shall be transferred to the CFD No. 1 Surplus Account, the CFD No. 2 Surplus Account and the CFD No. 3 Surplus Account, respectively. Amounts on deposit in the Surplus Account may be requisitioned by the School District for use by the School District for any lawful purpose upon the presentation to U.S. Bank of a written instrument signed by the Superintendent or Chief Business Official of the School District that states the amount to be requisitioned. On the last business day of each fiscal year, amounts on deposit in the CFD No. 1 Surplus Account, the CFD No. 2 Surplus Account and the CFD No. 3 Surplus Account shall be transferred to the School District in accordance with instructions provided to U.S. Bank by the Superintendent or Chief Business Official of the School District for use by the School District for any lawful purpose.

SECTION 4. The parties hereto agree that the Special Taxes shall be pledged to the payment of the Certificates on a parity basis in accordance with the Pledge Agreements. The parties hereto further agree that the Special Taxes deposited to the subaccount of the Certificate Payment Account relating to the 2021 Certificates shall be pledged to the payment of the CFD No. 3 Bonds on a subordinate basis to the pledge of such moneys to the Certificates, except as set forth in the following section.

SECTION 5. To the extent that Special Taxes from the subaccount of the Certificate Payment Account relating to the 2021 Certificates are used to make the lease payments evidenced by the 2021 Certificates, such payments shall be credited against and satisfy the obligation of CFD No. 3 to make the corresponding payments on the CFD No. 3 Bonds.

SECTION 6. Upon the prepayment of any Special Taxes within CFD No. 3, CFD No. 3 and the School District shall determine if the remaining Special Taxes from the Community Facilities Districts, if levied and collected in accordance with the applicable Rate and Method of Apportionment, will produce revenues in each fiscal year, after the payment of estimated administrative expenses, to generate an amount equal to at least 110% of the principal and interest due with respect to the Certificates in such fiscal year ("110% Coverage"). If the remaining Special Taxes are determined to produce 110% Coverage, then the amount of the Special Taxes prepaid may be used by CFD No. 3 for authorized facilities. However, if the remaining Special Taxes are determined not to produce 110% Coverage, then such Special Taxes shall be used by U.S. Bank to redeem bonds in accordance with the bond indenture pursuant to which the CFD No. 3 Bonds were issued

SECTION 7. The parties hereto agree that amounts on deposit in the Revenue Stabilization Account shall be yield restricted as follows:

Amounts in the Revenue Stabilization Fund that are expected not to be depleted annually will be invested at a yield not in excess of the lowest yield on the Certificates or in obligations the interest upon which is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of the alternative minimum tax.

SECTION 8. The School District and the Community Facilities Districts hereby covenant that none of the School District or the Community Facilities Districts will execute and deliver Certificates or cause the issuance of any other form of indebtedness secured by the Special Taxes (the "Future Debt") unless: (i) the aggregate Special Taxes levied against developed property in each fiscal year in all three Community Facilities Districts, after deducting for the payment of reasonable administrative expenses and any required deposit to the Revenue Stabilization Account, will in each fiscal year be equal to at least 110% of the debt service coming due in such fiscal year on the Certificates and any other form of indebtedness secured by the Special Taxes, including the Future Debt, and (ii) the ratio of the assessed or appraised value of the developed property within the three Community Facilities Districts to the outstanding principal amount of the Certificates and any other form of indebtedness secured by the Special Taxes, including the Future Debt, together with any other indebtedness within the Community Facilities Districts that is secured by a special tax or assessment, is at least 5:1.

SECTION 9. U.S. Bank shall be entitled to the same protections hereunder that it has under the Trust Agreement.

SECTION 10. This Agreement shall become effective upon its execution and delivery.

SECTION 11. This Agreement may be executed in several counterparts, each of which shall be deemed as an original, all of which shall constitute but one of the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and acknowledged all as of the day and year first above written.

SAN YSIDRO SCHOOL DISTRICT

By: _____
Superintendent

COMMUNITY FACILITIES DISTRICT NO. 1 OF THE SAN YSIDRO SCHOOL DISTRICT

By: _____
Superintendent of the San Ysidro School District, acting on behalf of Community Facilities District No. 1 of the San Ysidro School District

COMMUNITY FACILITIES DISTRICT NO. 2 OF THE SAN YSIDRO SCHOOL DISTRICT

By: _____
Superintendent of the San Ysidro School District, acting on behalf of Community Facilities District No. 2 of the San Ysidro School District

COMMUNITY FACILITIES DISTRICT NO. 3 OF THE SAN YSIDRO SCHOOL DISTRICT

By: _____
Superintendent of the San Ysidro School District, acting on behalf of Community Facilities District No. 3 of the San Ysidro School District

U.S. BANK NATIONAL ASSOCIATION, as trustee and fiscal agent

By: _____
Authorized Officer

EXHIBIT A

FORM OF PRO RATA BASIS CERTIFICATE

The undersigned hereby represents to U.S. Bank National Association ("U.S. Bank"), pursuant to that Special Tax Pooling Agreement (the "Special Tax Pooling Agreement") dated as of _____ 1, 2021, by and among U.S. Bank, the San Ysidro School District, Community Facilities District No. 1 of the San Ysidro School District, Community Facilities District No. 2 of the San Ysidro School District and Community Facilities District No. 3 of the San Ysidro School District, that the special tax levy for fiscal year _____ within each Community Facilities District is as follows:

Community Facilities District No. 1: _____

Community Facilities District No. 2: _____

Community Facilities District No. 3: _____

Accordingly, the Pro Rata Basis (as such term is defined in the Special Tax Pooling Agreement) for each Community Facilities District for fiscal year _____ is as follows:

Community Facilities District No. 1: _____

Community Facilities District No. 2: _____

Community Facilities District No. 3: _____

SAN YSIDRO SCHOOL DISTRICT

By: _____
Authorized Officer

San Ysidro School District EST - 1887

QUALITY EDUCATION AND OPPORTUNITY FOR ALL STUDENTS TO SUCCEED

SECOND INTERIM FINANCIAL REPORT 2020-2021

Regular Board Meeting
March 11, 2021

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

Signed: _____ Date: _____
District Superintendent or Designee

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

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

Meeting Date: March 11, 2021 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, ext, 3004

Title: CBO E-mail: marilyn.adrianzen@sysdschools.org

Criteria and Standards Review Summary

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

CRITERIA AND STANDARDS			Met	Not Met
1	Average Daily Attendance	Funded ADA for any of the current or two subsequent fiscal years has not changed by more than two percent since first interim.		X

CRITERIA AND STANDARDS (continued)			Met	Not Met
2	Enrollment	Projected enrollment for any of the current or two subsequent fiscal years has not changed by more than two percent since first interim.		X
3	ADA to Enrollment	Projected second period (P-2) ADA to enrollment ratio for the current and two subsequent fiscal years is consistent with historical ratios.		X
4	Local Control Funding Formula (LCFF) Revenue	Projected LCFF revenue for any of the current or two subsequent fiscal years has not changed by more than two percent since first interim.		X
5	Salaries and Benefits	Projected ratio of total unrestricted salaries and benefits to total unrestricted general fund expenditures has not changed by more than the standard for the current and two subsequent fiscal years.		X
6a	Other Revenues	Projected operating revenues (federal, other state, other local) for the current and two subsequent fiscal years have not changed by more than five percent since first interim.		X
6b	Other Expenditures	Projected operating expenditures (books and supplies, services and other expenditures) for the current and two subsequent fiscal years have not changed by more than five percent since first interim.		X
7	Ongoing and Major Maintenance Account	If applicable, changes occurring since first interim meet the required contribution to the ongoing and major maintenance account (i.e., restricted maintenance account).	X	
8	Deficit Spending	Unrestricted deficit spending, if any, has not exceeded the standard in any of the current or two subsequent fiscal years.		X
9a	Fund Balance	Projected general fund balance will be positive at the end of the current and two subsequent fiscal years.	X	
9b	Cash Balance	Projected general fund cash balance will be positive at the end of the current fiscal year.	X	
10	Reserves	Available reserves (e.g., reserve for economic uncertainties, unassigned/unappropriated amounts) meet minimum requirements for the current and two subsequent fiscal years.	X	

SUPPLEMENTAL INFORMATION			No	Yes
S1	Contingent Liabilities	Have any known or contingent liabilities (e.g., financial or program audits, litigation, state compliance reviews) occurred since first interim that may impact the budget?	X	
S2	Using One-time Revenues to Fund Ongoing Expenditures	Are there ongoing general fund expenditures funded with one-time revenues that have changed since first interim by more than five percent?	X	
S3	Temporary Interfund Borrowings	Are there projected temporary borrowings between funds?		X
S4	Contingent Revenues	Are any projected revenues for any of the current or two subsequent fiscal years contingent on reauthorization by the local government, special legislation, or other definitive act (e.g., parcel taxes, forest reserves)?	X	
S5	Contributions	Have contributions from unrestricted to restricted resources, or transfers to or from the general fund to cover operating deficits, changed since first interim by more than $20,000 and more than 5% for any of the current or two subsequent fiscal years?	X	

SUPPLEMENTAL INFORMATION (continued)			No	Yes
S6	Long-term Commitments	Does the district have long-term (multiyear) commitments or debt agreements?		X
		• If yes, have annual payments for the current or two subsequent fiscal years increased over prior year's (2019-20) annual payment?		X
		• If yes, will funding sources used to pay long-term commitments decrease or expire prior to the end of the commitment period, or are they one-time sources?	X	
S7a	Postemployment Benefits Other than Pensions	Does the district provide postemployment benefits other than pensions (OPEB)?		X
		• If yes, have there been changes since first interim in OPEB liabilities?	X	
S7b	Other Self-insurance Benefits	Does the district operate any self-insurance programs (e.g., workers' compensation)?	X	
		• If yes, have there been changes since first interim in self-insurance liabilities?	n/a	
S8	Status of Labor Agreements	As of second interim projections, are salary and benefit negotiations still unsettled for:		
		• Certificated? (Section S8A, Line 1b)		X
		• Classified? (Section S8B, Line 1b)		X
		• Management/supervisor/confidential? (Section S8C, Line 1b)		X
S8	Labor Agreement Budget Revisions	For negotiations settled since first interim, per Government Code Section 3547.5(c), are budget revisions still needed to meet the costs of the collective bargaining agreement(s) for:		
		• Certificated? (Section S8A, Line 3)	n/a	
		• Classified? (Section S8B, Line 3)	n/a	
S9	Status of Other Funds	Are any funds other than the general fund projected to have a negative fund balance at the end of the current fiscal year?	X	

ADDITIONAL FISCAL INDICATORS			No	Yes
A1	Negative Cash Flow	Do cash flow projections show that the district will end the current fiscal year with a negative cash balance in the general fund?	X	
A2	Independent Position Control	Is personnel position control independent from the payroll system?	X	
A3	Declining Enrollment	Is enrollment decreasing in both the prior and current fiscal years?		X
A4	New Charter Schools Impacting District Enrollment	Are any new charter schools operating in district boundaries that are impacting the district's enrollment, either in the prior or current fiscal year?	X	
A5	Salary Increases Exceed COLA	Has the district entered into a bargaining agreement where any of the current or subsequent fiscal years of the agreement would result in salary increases that are expected to exceed the projected state funded cost-of-living adjustment?	X	
A6	Uncapped Health Benefits	Does the district provide uncapped (100% employer paid) health benefits for current or retired employees?	X	
A7	Independent Financial System	Is the district's financial system independent from the county office system?	X	
A8	Fiscal Distress Reports	Does the district have any reports that indicate fiscal distress? If yes, provide copies to the COE, pursuant to EC 42127.6(a).	X	
A9	Change of CBO or Superintendent	Have there been personnel changes in the superintendent or chief business official (CBO) positions within the last 12 months?	X	

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
A. REVENUES								
1) LCFF Sources		8010-8099	45,617,920.00	46,000,456.00	26,397,085.22	46,000,456.00	0.00	0.0%
2) Federal Revenue		8100-8299	150,000.00	150,000.00	0.00	150,000.00	0.00	0.0%
3) Other State Revenue		8300-8599	778,329.00	765,678.00	430,786.31	765,678.00	0.00	0.0%
4) Other Local Revenue		8600-8799	70,000.00	70,000.00	67,534.50	70,000.00	0.00	0.0%
5) TOTAL, REVENUES			46,616,249.00	46,986,134.00	26,895,406.03	46,986,134.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	18,717,957.63	18,829,545.84	10,951,994.55	18,829,545.84	0.00	0.0%
2) Classified Salaries		2000-2999	6,178,445.86	5,984,064.61	3,349,054.32	5,984,064.61	0.00	0.0%
3) Employee Benefits		3000-3999	8,482,859.62	8,278,714.55	4,855,788.90	8,278,714.55	0.00	0.0%
4) Books and Supplies		4000-4999	374,650.00	534,813.66	232,316.04	534,813.66	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	3,689,755.00	4,172,053.76	2,861,895.60	4,172,053.76	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	24,919.09	0.00	24,919.09	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	(223,639.80)	(352,496.00)	0.00	(352,496.00)	0.00	0.0%
9) TOTAL, EXPENDITURES			37,220,028.31	37,471,615.51	22,251,049.41	37,471,615.51		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			9,396,220.69	9,514,518.49	4,644,356.62	9,514,518.49		
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	106,342.29	150,342.29	0.00	150,342.29	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	(7,635,140.71)	(7,786,010.71)	(221,212.00)	(7,786,010.71)	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(7,741,483.00)	(7,936,353.00)	(221,212.00)	(7,936,353.00)		

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 (E/B) (F)
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			1,654,737.69	1,578,165.49	4,423,144.62	1,578,165.49		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	640,843.69	640,843.69		640,843.69	0.00	0.0%
b) Audit Adjustments		9793	0.00	(221,212.00)		(221,212.00)	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			640,843.69	419,631.69		419,631.69		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			640,843.69	419,631.69		419,631.69		
2) Ending Balance, June 30 (E + F1e)			2,295,581.38	1,997,797.18		1,997,797.18		
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		
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	302,061.00	0.00		0.00		
COVID Induced recession	1100	9780	*302,061.00*					
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	1,784,647.00	1,947,796.00		1,947,796.00		
Unassigned/Unappropriated Amount		9790	158,873.38	1.18		1.18		

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 (E/B) (F)
LCFF SOURCES								
Principal Apportionment								
State Aid - Current Year		8011	22,670,938.00	22,245,503.00	13,173,858.00	22,245,503.00	0.00	0.0%
Education Protection Account State Aid - Current Year		8012	842,274.00	1,031,038.00	624,751.00	1,031,038.00	0.00	0.0%
State Aid - Prior Years		8019	0.00	152,848.00	152,848.29	152,848.00	0.00	0.0%
Tax Relief Subventions								
Homeowners' Exemptions		8021	124,523.00	121,075.00	61,576.49	121,075.00	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	19,171,724.00	19,914,365.00	10,944,071.54	19,914,365.00	0.00	0.0%
Unsecured Roll Taxes		8042	634,677.00	667,357.00	666,847.92	667,357.00	0.00	0.0%
Prior Years' Taxes		8043	2,042.00	17,495.00	8,484.12	17,495.00	0.00	0.0%
Supplemental Taxes		8044	627,307.00	622,516.00	211,285.72	622,516.00	0.00	0.0%
Education Revenue Augmentation Fund (ERAF)		8045	(101,816.00)	(64,211.00)	34,901.93	(64,211.00)	0.00	0.0%
Community Redevelopment Funds (SB 617/699/1992)		8047	1,646,251.00	1,292,470.00	518,460.21	1,292,470.00	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			45,617,920.00	46,000,456.00	26,397,085.22	46,000,456.00	0.00	0.0%
LCFF Transfers								
Unrestricted LCFF Transfers - Current Year	0000	8091	0.00	0.00	0.00	0.00	0.00	0.0%
All Other LCFF Transfers - Current Year	All Other	8091	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers to Charter Schools in Lieu of Property Taxes		8096	0.00	0.00	0.00	0.00	0.00	0.0%
Property Taxes Transfers		8097	0.00	0.00	0.00	0.00	0.00	0.0%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, LCFF SOURCES			45,617,920.00	46,000,456.00	26,397,085.22	46,000,456.00	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						

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 (E/B) (F)
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	3020, 3040, 3041, 3045, 3060, 3061, 3110, 3150, 3155, 3177, 3180, 3181, 3182, 3185, 4037, 4050, 4123, 4124, 4126, 4127, 4128, 5510, 5630	8290						
Career and Technical Education	3500-3599	8290						
All Other Federal Revenue	All Other	8290	150,000.00	150,000.00	0.00	150,000.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			150,000.00	150,000.00	0.00	150,000.00	0.00	0.0%
OTHER STATE REVENUE								
Other State Apportionments								
ROC/P Entitlement Prior Years	6360	8319						
Special Education Master Plan Current Year	6500	8311						
Prior Years	6500	8319						
All Other State Apportionments - Current Year	All Other	8311	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Apportionments - Prior Years	All Other	8319	0.00	0.00	0.00	0.00	0.00	0.0%
Child Nutrition Programs		8520	0.00	0.00	0.00	0.00		
Mandated Costs Reimbursements		8550	135,255.00	135,255.00	135,247.00	135,255.00	0.00	0.0%
Lottery - Unrestricted and Instructional Materials		8560	643,074.00	630,423.00	295,539.31	630,423.00	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			778,329.00	765,678.00	430,786.31	765,678.00	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 (E/B) (F)
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	15,774.28	0.00	0.00	0.0%
Interest		8660	70,000.00	70,000.00	48,967.64	70,000.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
Adult Education Fees		8671	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Resident Students		8672	0.00	0.00	0.00	0.00	0.00	0.0%
Transportation Fees From Individuals		8675	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Services		8677	0.00	0.00	0.00	0.00	0.00	0.0%
Mitigation/Developer Fees		8681	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
Plus: Misc Funds Non-LCFF (50%) Adjustment		8691	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues From Local Sources		8697	0.00	0.00	0.00	0.00		
All Other Local Revenue		8699	0.00	0.00	2,792.58	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			70,000.00	70,000.00	67,534.50	70,000.00	0.00	0.0%
TOTAL, REVENUES			46,616,249.00	46,986,134.00	26,895,406.03	46,986,134.00	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 (E/B) (F)
Certificated Teachers' Salaries		1100	16,132,802.77	16,722,390.98	9,673,480.94	16,722,390.98	0.00	0.0%
Certificated Pupil Support Salaries		1200	555,208.53	437,208.53	289,314.68	437,208.53	0.00	0.0%
Certificated Supervisors' and Administrators' Salaries		1300	2,029,946.33	1,669,946.33	989,198.93	1,669,946.33	0.00	0.0%
Other Certificated Salaries		1900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			18,717,957.63	18,829,545.84	10,951,994.55	18,829,545.84	0.00	0.0%
CLASSIFIED SALARIES								
Classified Instructional Salaries		2100	0.00	0.00	19.50	0.00	0.00	0.0%
Classified Support Salaries		2200	2,638,234.49	2,664,214.49	1,506,713.17	2,664,214.49	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	763,183.71	720,096.08	303,294.50	720,096.08	0.00	0.0%
Clerical, Technical and Office Salaries		2400	2,097,318.06	1,921,265.06	1,129,836.30	1,921,265.06	0.00	0.0%
Other Classified Salaries		2900	679,709.60	678,488.98	409,190.85	678,488.98	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			6,178,445.86	5,984,064.61	3,349,054.32	5,984,064.61	0.00	0.0%
EMPLOYEE BENEFITS								
STRS		3101-3102	3,005,624.82	2,814,782.82	1,727,404.01	2,814,782.82	0.00	0.0%
PERS		3201-3202	1,160,125.72	1,118,397.22	610,002.94	1,118,397.22	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	624,979.68	639,689.30	392,376.79	639,689.30	0.00	0.0%
Health and Welfare Benefits		3401-3402	2,734,100.00	2,730,052.81	1,603,447.14	2,730,052.81	0.00	0.0%
Unemployment Insurance		3501-3502	12,587.15	12,942.15	7,187.06	12,942.15	0.00	0.0%
Workers' Compensation		3601-3602	617,025.25	633,133.25	362,378.22	633,133.25	0.00	0.0%
OPEB, Allocated		3701-3702	328,417.00	328,417.00	152,392.74	328,417.00	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	1,300.00	600.00	1,300.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			8,482,859.62	8,278,714.55	4,855,788.90	8,278,714.55	0.00	0.0%
BOOKS AND SUPPLIES								
Approved Textbooks and Core Curricula Materials		4100	0.00	76,619.36	76,074.93	76,619.36	0.00	0.0%
Books and Other Reference Materials		4200	0.00	1,397.48	4,251.99	1,397.48	0.00	0.0%
Materials and Supplies		4300	354,650.00	432,696.82	152,634.89	432,696.82	0.00	0.0%
Noncapitalized Equipment		4400	20,000.00	24,100.00	(645.77)	24,100.00	0.00	0.0%
Food		4700	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			374,650.00	534,813.66	232,316.04	534,813.66	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	12,000.00	21,000.00	11,245.19	21,000.00	0.00	0.0%
Dues and Memberships		5300	22,500.00	22,500.00	34,159.12	22,500.00	0.00	0.0%
Insurance		5400-5450	570,000.00	570,000.00	591,550.70	570,000.00	0.00	0.0%
Operations and Housekeeping Services		5500	1,080,000.00	1,080,000.00	510,985.50	1,080,000.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	235,000.00	309,000.00	236,705.43	309,000.00	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	1,672,255.00	2,071,553.76	1,418,906.47	2,071,553.76	0.00	0.0%
Communications		5900	98,000.00	98,000.00	58,343.19	98,000.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			3,689,755.00	4,172,053.76	2,861,895.60	4,172,053.76	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
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%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Tuition								
Tuition for Instruction Under Interdistrict Attendance Agreements		7110	0.00	0.00	0.00	0.00	0.00	0.0%
State Special Schools		7130	0.00	0.00	0.00	0.00	0.00	0.0%
Tuition, Excess Costs, and/or Deficit Payments								
Payments to Districts or Charter Schools		7141	0.00	0.00	0.00	0.00	0.00	0.0%
Payments to County Offices		7142	0.00	0.00	0.00	0.00	0.00	0.0%
Payments to JPAs		7143	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Pass-Through Revenues								
To Districts or Charter Schools		7211	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education SELPA Transfers of Apportionments								
To Districts or Charter Schools	6500	7221						
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	24,919.09	0.00	24,919.09	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	24,919.09	0.00	24,919.09	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS								
Transfers of Indirect Costs		7310	(114,690.80)	(243,547.00)	0.00	(243,547.00)	0.00	0.0%
Transfers of Indirect Costs - Interfund		7350	(108,949.00)	(108,949.00)	0.00	(108,949.00)	0.00	0.0%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			(223,639.80)	(352,496.00)	0.00	(352,496.00)	0.00	0.0%
TOTAL, EXPENDITURES			37,220,028.31	37,471,615.51	22,251,049.41	37,471,615.51	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 (E/B) (F)
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	106,342.29	150,342.29	0.00	150,342.29	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			106,342.29	150,342.29	0.00	150,342.29	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
State Apportionments Emergency Apportionments		8931	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds								
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds								
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Capital 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	(7,635,140.71)	(7,786,010.71)	(221,212.00)	(7,786,010.71)	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			(7,635,140.71)	(7,786,010.71)	(221,212.00)	(7,786,010.71)	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			(7,741,483.00)	(7,936,353.00)	(221,212.00)	(7,936,353.00)	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 (E/B) (F)
A. REVENUES								
1) LCFF Sources		8010-8099	255,468.00	255,468.00	12,880.00	255,468.00	0.00	0.0%
2) Federal Revenue		8100-8299	8,382,866.00	11,849,715.88	6,770,181.46	11,849,715.88	0.00	0.0%
3) Other State Revenue		8300-8599	2,566,104.00	3,129,452.00	1,067,969.83	3,129,452.00	0.00	0.0%
4) Other Local Revenue		8600-8799	3,312,256.00	3,517,255.07	1,440,483.79	3,517,255.07	0.00	0.0%
5) TOTAL, REVENUES			14,516,694.00	18,751,890.95	9,291,515.08	18,751,890.95		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	5,137,034.60	5,625,790.60	2,574,255.77	5,625,790.60	0.00	0.0%
2) Classified Salaries		2000-2999	3,871,377.39	4,438,854.15	3,095,951.28	4,438,854.15	0.00	0.0%
3) Employee Benefits		3000-3999	4,990,054.27	4,896,536.20	2,164,587.03	4,896,536.20	0.00	0.0%
4) Books and Supplies		4000-4999	3,997,474.61	5,188,866.89	1,450,463.58	5,188,866.89	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	3,946,445.75	5,766,505.82	2,351,955.94	5,766,505.82	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	169,000.00	39,423.31	169,000.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299 7400-7499	253,630.00	578,710.91	728,045.86	578,710.91	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	114,690.80	243,547.00	0.00	243,547.00	0.00	0.0%
9) TOTAL, EXPENDITURES			22,310,707.42	26,907,811.57	12,404,682.77	26,907,811.57		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(7,794,013.42)	(8,155,920.62)	(3,113,167.69)	(8,155,920.62)		
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	789,465.77	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	7,635,140.71	7,786,010.71	221,212.00	7,786,010.71	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			7,635,140.71	7,786,010.71	1,010,677.77	7,786,010.71		

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 (E/B) (F)
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(158,872.71)	(369,909.91)	(2,102,489.92)	(369,909.91)		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	684,547.00	684,547.00		684,547.00	0.00	0.0%
b) Audit Adjustments		9793	0.00	221,212.00		221,212.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			684,547.00	905,759.00		905,759.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			684,547.00	905,759.00		905,759.00		
2) Ending Balance, June 30 (E + F1e)			525,674.29	535,849.09		535,849.09		
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	684,547.00	535,849.45		535,849.45		
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	(158,872.71)	(0.36)		(0.36)		

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 (E/B) (F)
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	255,468.00	255,468.00	12,880.00	255,468.00	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			255,468.00	255,468.00	12,880.00	255,468.00	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	710,774.00	710,774.00	(221,446.13)	710,774.00	0.00	0.0%
Special Education Discretionary Grants		8182	79,537.00	133,012.00	(29,053.21)	133,012.00	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	969,290.00	2,043,691.00	1,426,451.28	2,043,691.00	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	159,848.00	373,055.00	199,942.08	373,055.00	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 (E/B) (F)
Title III, Part A, Immigrant Student Program	4201	8290	0.00	10,812.00	7,426.08	10,812.00	0.00	0.0%
Title III, Part A, English Learner Program	4203	8290	270,440.00	530,208.00	219,383.32	530,208.00	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	3020, 3040, 3041, 3045, 3060, 3061, 3110, 3150, 3155, 3177, 3180, 3181, 3182, 3185, 4037, 4050, 4123, 4124, 4126, 4127, 4128, 5510, 5630	8290	326,325.00	892,272.88	204,721.91	892,272.88	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	5,866,652.00	7,155,891.00	4,962,756.13	7,155,891.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			8,382,866.00	11,849,715.88	6,770,181.46	11,849,715.88	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 Materi		8560	226,967.00	205,938.00	(117,108.00)	205,938.00	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	2,339,137.00	2,923,514.00	1,185,077.83	2,923,514.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			2,566,104.00	3,129,452.00	1,067,969.83	3,129,452.00	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 (E/B) (F)
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	253,630.00	253,630.00	214,569.43	253,630.00	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	778,129.00	983,128.07	241,698.36	983,128.07	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%) Adjustme		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	0.00	0.00	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	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	6500	8792	2,280,497.00	2,280,497.00	984,216.00	2,280,497.00	0.00	0.0%
From JPAs	6500	8793	0.00	0.00	0.00	0.00	0.00	0.0%
ROC/P Transfers								
From Districts or Charter Schools	6360	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	6360	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	6360	8793	0.00	0.00	0.00	0.00	0.00	0.0%
Other Transfers of Apportionments								
From Districts or Charter Schools	All Other	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	All Other	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	All Other	8793	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			3,312,256.00	3,517,255.07	1,440,483.79	3,517,255.07	0.00	0.0%
TOTAL, REVENUES			14,516,694.00	18,751,890.95	9,291,515.08	18,751,890.95	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 (E/B) (F)
CERTIFICATED SALARIES								
Certificated Teachers' Salaries		1100	4,120,071.41	4,585,498.41	2,083,264.62	4,585,498.41	0.00	0.0%
Certificated Pupil Support Salaries		1200	590,698.24	590,698.24	235,588.16	590,698.24	0.00	0.0%
Certificated Supervisors' and Administrators' Salaries		1300	426,264.95	449,593.95	255,402.99	449,593.95	0.00	0.0%
Other Certificated Salaries		1900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			5,137,034.60	5,625,790.60	2,574,255.77	5,625,790.60	0.00	0.0%
CLASSIFIED SALARIES								
Classified Instructional Salaries		2100	2,403,057.86	2,601,426.52	1,512,817.91	2,601,426.52	0.00	0.0%
Classified Support Salaries		2200	481,638.07	621,638.07	692,680.45	621,638.07	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	334,940.67	334,940.67	406,486.56	334,940.67	0.00	0.0%
Clerical, Technical and Office Salaries		2400	251,740.79	512,848.89	479,790.00	512,848.89	0.00	0.0%
Other Classified Salaries		2900	400,000.00	368,000.00	4,176.36	368,000.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			3,871,377.39	4,438,854.15	3,095,951.28	4,438,854.15	0.00	0.0%
EMPLOYEE BENEFITS								
STRS		3101-3102	2,425,463.93	2,367,995.73	365,356.52	2,367,995.73	0.00	0.0%
PERS		3201-3202	793,913.51	766,340.05	586,950.73	766,340.05	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	348,656.01	336,158.48	259,377.87	336,158.48	0.00	0.0%
Health and Welfare Benefits		3401-3402	1,201,382.90	1,214,139.10	811,842.79	1,214,139.10	0.00	0.0%
Unemployment Insurance		3501-3502	4,420.92	5,020.86	2,868.17	5,020.86	0.00	0.0%
Workers' Compensation		3601-3602	216,217.00	206,881.98	137,740.95	206,881.98	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	450.00	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			4,990,054.27	4,896,536.20	2,164,587.03	4,896,536.20	0.00	0.0%
BOOKS AND SUPPLIES								
Approved Textbooks and Core Curricula Materials		4100	226,967.00	205,938.00	19,325.99	205,938.00	0.00	0.0%
Books and Other Reference Materials		4200	0.00	143,023.00	13,148.71	143,023.00	0.00	0.0%
Materials and Supplies		4300	3,770,507.61	4,256,270.89	765,605.98	4,256,270.89	0.00	0.0%
Noncapitalized Equipment		4400	0.00	583,635.00	652,382.90	583,635.00	0.00	0.0%
Food		4700	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			3,997,474.61	5,188,866.89	1,450,463.58	5,188,866.89	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	79,924.00	83,894.00	3,615.59	83,894.00	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	714,900.00	795,770.00	338,513.36	795,770.00	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	3,151,621.75	4,886,841.82	2,009,826.99	4,886,841.82	0.00	0.0%
Communications		5900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			3,946,445.75	5,766,505.82	2,351,955.94	5,766,505.82	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 (E/B) (F)
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	6,000.00	20,477.27	6,000.00	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	163,000.00	18,946.04	163,000.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	169,000.00	39,423.31	169,000.00	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	0.00	0.00	0.00	0.00	0.00	0.0%
Payments to JPAs		7143	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Pass-Through Revenues								
To Districts or Charter Schools		7211	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education SELPA Transfers of Apportionments								
To Districts or Charter Schools	6500	7221	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices	6500	7222	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs	6500	7223	0.00	0.00	0.00	0.00	0.00	0.0%
ROC/P Transfers of Apportionments								
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	325,080.91	373,475.95	325,080.91	0.00	0.0%
Other Debt Service - Principal		7439	253,630.00	253,630.00	354,569.91	253,630.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			253,630.00	578,710.91	728,045.86	578,710.91	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS								
Transfers of Indirect Costs		7310	114,690.80	243,547.00	0.00	243,547.00	0.00	0.0%
Transfers of Indirect Costs - Interfund		7350	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			114,690.80	243,547.00	0.00	243,547.00	0.00	0.0%
TOTAL, EXPENDITURES			22,310,707.42	26,907,811.57	12,404,682.77	26,907,811.57	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 (E/B) (F)
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	789,465.77	0.00	0.00	0.0%
Proceeds from Capital 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	789,465.77	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	7,635,140.71	7,786,010.71	221,212.00	7,786,010.71	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			7,635,140.71	7,786,010.71	221,212.00	7,786,010.71	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			7,635,140.71	7,786,010.71	1,010,677.77	7,786,010.71	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 (E/B) (F)
A. REVENUES								
1) LCFF Sources		8010-8099	45,873,388.00	46,255,924.00	26,409,965.22	46,255,924.00	0.00	0.0%
2) Federal Revenue		8100-8299	8,532,866.00	11,999,715.88	6,770,181.46	11,999,715.88	0.00	0.0%
3) Other State Revenue		8300-8599	3,344,433.00	3,895,130.00	1,498,756.14	3,895,130.00	0.00	0.0%
4) Other Local Revenue		8600-8799	3,382,256.00	3,587,255.07	1,508,018.29	3,587,255.07	0.00	0.0%
5) TOTAL, REVENUES			61,132,943.00	65,738,024.95	36,186,921.11	65,738,024.95		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	23,854,992.23	24,455,336.44	13,526,250.32	24,455,336.44	0.00	0.0%
2) Classified Salaries		2000-2999	10,049,823.25	10,422,918.76	6,445,005.60	10,422,918.76	0.00	0.0%
3) Employee Benefits		3000-3999	13,472,913.89	13,175,250.75	7,020,375.93	13,175,250.75	0.00	0.0%
4) Books and Supplies		4000-4999	4,372,124.61	5,723,680.55	1,682,779.62	5,723,680.55	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	7,636,200.75	9,938,559.58	5,213,851.54	9,938,559.58	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	169,000.00	39,423.31	169,000.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299 7400-7499	253,630.00	603,630.00	728,045.86	603,630.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	(108,949.00)	(108,949.00)	0.00	(108,949.00)	0.00	0.0%
9) TOTAL, EXPENDITURES			59,530,735.73	64,379,427.08	34,655,732.18	64,379,427.08		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			1,602,207.27	1,358,597.87	1,531,188.93	1,358,597.87		
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	106,342.29	150,342.29	0.00	150,342.29	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	789,465.77	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			(106,342.29)	(150,342.29)	789,465.77	(150,342.29)		

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 (E/B) (F)
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			1,495,864.98	1,208,255.58	2,320,654.70	1,208,255.58		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	1,325,390.69	1,325,390.69		1,325,390.69	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			1,325,390.69	1,325,390.69		1,325,390.69		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			1,325,390.69	1,325,390.69		1,325,390.69		
2) Ending Balance, June 30 (E + F1e)			2,821,255.67	2,533,646.27		2,533,646.27		
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		
b) Restricted		9740	684,547.00	535,849.45		535,849.45		
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	302,061.00	0.00		0.00		
COVID Induced recession	1100	9780	*302,061.00*					
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	1,784,647.00	1,947,796.00		1,947,796.00		
Unassigned/Unappropriated Amount		9790	0.67	0.82		0.82		

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 (E/B) (F)
LCFF SOURCES								
Principal Apportionment								
State Aid - Current Year		8011	22,670,938.00	22,245,503.00	13,173,858.00	22,245,503.00	0.00	0.0%
Education Protection Account State Aid - Current Year		8012	842,274.00	1,031,038.00	624,751.00	1,031,038.00	0.00	0.0%
State Aid - Prior Years		8019	0.00	152,848.00	152,848.29	152,848.00	0.00	0.0%
Tax Relief Subventions								
Homeowners' Exemptions		8021	124,523.00	121,075.00	61,576.49	121,075.00	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	19,171,724.00	19,914,365.00	10,944,071.54	19,914,365.00	0.00	0.0%
Unsecured Roll Taxes		8042	634,677.00	667,357.00	666,847.92	667,357.00	0.00	0.0%
Prior Years' Taxes		8043	2,042.00	17,495.00	8,484.12	17,495.00	0.00	0.0%
Supplemental Taxes		8044	627,307.00	622,516.00	211,285.72	622,516.00	0.00	0.0%
Education Revenue Augmentation Fund (ERAF)		8045	(101,816.00)	(64,211.00)	34,901.93	(64,211.00)	0.00	0.0%
Community Redevelopment Funds (SB 617/699/1992)		8047	1,646,251.00	1,292,470.00	518,460.21	1,292,470.00	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			45,617,920.00	46,000,456.00	26,397,085.22	46,000,456.00	0.00	0.0%
LCFF Transfers								
Unrestricted LCFF Transfers - Current Year	0000	8091	0.00	0.00	0.00	0.00	0.00	0.0%
All Other LCFF Transfers - Current Year	All Other	8091	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers to Charter Schools in Lieu of Property Taxes		8096	0.00	0.00	0.00	0.00	0.00	0.0%
Property Taxes Transfers		8097	255,468.00	255,468.00	12,880.00	255,468.00	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			45,873,388.00	46,255,924.00	26,409,965.22	46,255,924.00	0.00	0.0%
FEDERAL REVENUE								
Maintenance and Operations		8110	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Entitlement		8181	710,774.00	710,774.00	(221,446.13)	710,774.00	0.00	0.0%
Special Education Discretionary Grants		8182	79,537.00	133,012.00	(29,053.21)	133,012.00	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	969,290.00	2,043,691.00	1,426,451.28	2,043,691.00	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	159,848.00	373,055.00	199,942.08	373,055.00	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 (E/B) (F)
Title III, Part A, Immigrant Student Program	4201	8290	0.00	10,812.00	7,426.08	10,812.00	0.00	0.0%
Title III, Part A, English Learner Program	4203	8290	270,440.00	530,208.00	219,383.32	530,208.00	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	3020, 3040, 3041, 3045, 3060, 3061, 3110, 3150, 3155, 3177, 3180, 3181, 3182, 3185, 4037, 4050, 4123, 4124, 4126, 4127, 4128, 5510, 5630	8290	326,325.00	892,272.88	204,721.91	892,272.88	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	6,016,652.00	7,305,891.00	4,962,756.13	7,305,891.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			8,532,866.00	11,999,715.88	6,770,181.46	11,999,715.88	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	135,255.00	135,255.00	135,247.00	135,255.00	0.00	0.0%
Lottery - Unrestricted and Instructional Materi		8560	870,041.00	836,361.00	178,431.31	836,361.00	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	2,339,137.00	2,923,514.00	1,185,077.83	2,923,514.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			3,344,433.00	3,895,130.00	1,498,756.14	3,895,130.00	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 (E/B) (F)
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	253,630.00	253,630.00	214,569.43	253,630.00	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	15,774.28	0.00	0.00	0.0%
Interest		8660	70,000.00	70,000.00	48,967.64	70,000.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
Adult Education Fees		8671	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Resident Students		8672	0.00	0.00	0.00	0.00	0.00	0.0%
Transportation Fees From Individuals		8675	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Services		8677	778,129.00	983,128.07	241,698.36	983,128.07	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	0.00	2,792.58	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	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	6500	8792	2,280,497.00	2,280,497.00	984,216.00	2,280,497.00	0.00	0.0%
From JPAs	6500	8793	0.00	0.00	0.00	0.00	0.00	0.0%
ROC/P Transfers								
From Districts or Charter Schools	6360	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	6360	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	6360	8793	0.00	0.00	0.00	0.00	0.00	0.0%
Other Transfers of Apportionments								
From Districts or Charter Schools	All Other	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	All Other	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	All Other	8793	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			3,382,256.00	3,587,255.07	1,508,018.29	3,587,255.07	0.00	0.0%
TOTAL, REVENUES			61,132,943.00	65,738,024.95	36,186,921.11	65,738,024.95	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 (E/B) (F)
CERTIFICATED SALARIES								
Certificated Teachers' Salaries		1100	20,252,874.18	21,307,889.39	11,756,745.56	21,307,889.39	0.00	0.0%
Certificated Pupil Support Salaries		1200	1,145,906.77	1,027,906.77	524,902.84	1,027,906.77	0.00	0.0%
Certificated Supervisors' and Administrators' Salaries		1300	2,456,211.28	2,119,540.28	1,244,601.92	2,119,540.28	0.00	0.0%
Other Certificated Salaries		1900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			23,854,992.23	24,455,336.44	13,526,250.32	24,455,336.44	0.00	0.0%
CLASSIFIED SALARIES								
Classified Instructional Salaries		2100	2,403,057.86	2,601,426.52	1,512,837.41	2,601,426.52	0.00	0.0%
Classified Support Salaries		2200	3,119,872.56	3,285,852.56	2,199,393.62	3,285,852.56	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	1,098,124.38	1,055,036.75	709,781.06	1,055,036.75	0.00	0.0%
Clerical, Technical and Office Salaries		2400	2,349,058.85	2,434,113.95	1,609,626.30	2,434,113.95	0.00	0.0%
Other Classified Salaries		2900	1,079,709.60	1,046,488.98	413,367.21	1,046,488.98	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			10,049,823.25	10,422,918.76	6,445,005.60	10,422,918.76	0.00	0.0%
EMPLOYEE BENEFITS								
STRS		3101-3102	5,431,088.75	5,182,778.55	2,092,760.53	5,182,778.55	0.00	0.0%
PERS		3201-3202	1,954,039.23	1,884,737.27	1,196,953.67	1,884,737.27	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	973,635.69	975,847.78	651,754.66	975,847.78	0.00	0.0%
Health and Welfare Benefits		3401-3402	3,935,482.90	3,944,191.91	2,415,289.93	3,944,191.91	0.00	0.0%
Unemployment Insurance		3501-3502	17,008.07	17,963.01	10,055.23	17,963.01	0.00	0.0%
Workers' Compensation		3601-3602	833,242.25	840,015.23	500,119.17	840,015.23	0.00	0.0%
OPEB, Allocated		3701-3702	328,417.00	328,417.00	152,392.74	328,417.00	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	1,300.00	1,050.00	1,300.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			13,472,913.89	13,175,250.75	7,020,375.93	13,175,250.75	0.00	0.0%
BOOKS AND SUPPLIES								
Approved Textbooks and Core Curricula Materials		4100	226,967.00	282,557.36	95,400.92	282,557.36	0.00	0.0%
Books and Other Reference Materials		4200	0.00	144,420.48	17,400.70	144,420.48	0.00	0.0%
Materials and Supplies		4300	4,125,157.61	4,688,967.71	918,240.87	4,688,967.71	0.00	0.0%
Noncapitalized Equipment		4400	20,000.00	607,735.00	651,737.13	607,735.00	0.00	0.0%
Food		4700	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			4,372,124.61	5,723,680.55	1,682,779.62	5,723,680.55	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	91,924.00	104,894.00	14,860.78	104,894.00	0.00	0.0%
Dues and Memberships		5300	22,500.00	22,500.00	34,159.12	22,500.00	0.00	0.0%
Insurance		5400-5450	570,000.00	570,000.00	591,550.70	570,000.00	0.00	0.0%
Operations and Housekeeping Services		5500	1,080,000.00	1,080,000.00	510,985.50	1,080,000.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	949,900.00	1,104,770.00	575,218.79	1,104,770.00	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	4,823,876.75	6,958,395.58	3,428,733.46	6,958,395.58	0.00	0.0%
Communications		5900	98,000.00	98,000.00	58,343.19	98,000.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			7,636,200.75	9,938,559.58	5,213,851.54	9,938,559.58	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 (E/B) (F)
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	6,000.00	20,477.27	6,000.00	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	163,000.00	18,946.04	163,000.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	169,000.00	39,423.31	169,000.00	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	0.00	0.00	0.00	0.00	0.00	0.0%
Payments to JPAs		7143	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Pass-Through Revenues								
To Districts or Charter Schools		7211	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education SELPA Transfers of Apportionments								
To Districts or Charter Schools	6500	7221	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices	6500	7222	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs	6500	7223	0.00	0.00	0.00	0.00	0.00	0.0%
ROC/P Transfers of Apportionments								
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	350,000.00	373,475.95	350,000.00	0.00	0.0%
Other Debt Service - Principal		7439	253,630.00	253,630.00	354,569.91	253,630.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			253,630.00	603,630.00	728,045.86	603,630.00	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	(108,949.00)	(108,949.00)	0.00	(108,949.00)	0.00	0.0%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			(108,949.00)	(108,949.00)	0.00	(108,949.00)	0.00	0.0%
TOTAL, EXPENDITURES			59,530,735.73	64,379,427.08	34,655,732.18	64,379,427.08	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 (E/B) (F)
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	106,342.29	150,342.29	0.00	150,342.29	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			106,342.29	150,342.29	0.00	150,342.29	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
State Apportionments Emergency Apportionments		8931	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds								
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds								
Proceeds from Certificates of Participation		8971	0.00	0.00	789,465.77	0.00	0.00	0.0%
Proceeds from Capital 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	789,465.77	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)			(106,342.29)	(150,342.29)	789,465.77	(150,342.29)	0.00	0.0%

Resource	Description	2020-21 Projected Year Totals
6300	Lottery: Instructional Materials	190,853.04
6500	Special Education	3,796.12
7311	Classified School Employee Professional De	33,138.00
7388	SB 117 COVID-19 LEA Response Funds	14,921.29
7510	Low-Performing Students Block Grant	71,929.00
8150	Ongoing & Major Maintenance Account (RM/	221,212.00
Total, Restricted Balance		535,849.45

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	297,000.00	448,268.53	216,669.30	448,268.53	0.00	0.0%
3) Other State Revenue		8300-8599	1,415,291.00	1,415,291.00	353,823.00	1,415,291.00	0.00	0.0%
4) Other Local Revenue		8600-8799	68,750.00	82,524.71	20,458.60	82,524.71	0.00	0.0%
5) TOTAL, REVENUES			1,781,041.00	1,946,084.24	590,950.90	1,946,084.24		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	591,408.81	592,908.81	321,647.16	592,908.81	0.00	0.0%
2) Classified Salaries		2000-2999	490,983.45	490,983.45	275,417.43	490,983.45	0.00	0.0%
3) Employee Benefits		3000-3999	317,755.64	322,051.75	162,926.97	322,051.75	0.00	0.0%
4) Books and Supplies		4000-4999	165,620.38	322,357.51	2,302.96	322,357.51	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	106,323.72	107,583.72	0.00	107,583.72	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	108,949.00	108,949.00	0.00	108,949.00	0.00	0.0%
9) TOTAL, EXPENDITURES			1,781,041.00	1,944,834.24	762,294.52	1,944,834.24		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			0.00	1,250.00	(171,343.62)	1,250.00		
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		

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)
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			0.00	1,250.00	(171,343.62)	1,250.00		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	16,756.45	16,756.45		16,756.45	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			16,756.45	16,756.45		16,756.45		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			16,756.45	16,756.45		16,756.45		
2) Ending Balance, June 30 (E + F1e)			16,756.45	18,006.45		18,006.45		
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	16,756.45	18,006.45		18,006.45		
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		

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)
FEDERAL REVENUE								
Child Nutrition Programs		8220	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	297,000.00	448,268.53	216,669.30	448,268.53	0.00	0.0%
Title I, Part A, Basic	3010	8290	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			297,000.00	448,268.53	216,669.30	448,268.53	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	1,415,291.00	1,415,291.00	353,823.00	1,415,291.00	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			1,415,291.00	1,415,291.00	353,823.00	1,415,291.00	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	0.00	0.00	2,228.48	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								
Child Development Parent Fees		8673	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Services		8677	68,750.00	78,896.11	18,230.12	78,896.11	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	3,628.60	0.00	3,628.60	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			68,750.00	82,524.71	20,458.60	82,524.71	0.00	0.0%
TOTAL, REVENUES			1,781,041.00	1,946,084.24	590,950.90	1,946,084.24		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
CERTIFICATED SALARIES								
Certificated Teachers' Salaries		1100	448,463.17	449,963.17	240,128.28	449,963.17	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	142,945.64	142,945.64	81,518.88	142,945.64	0.00	0.0%
Other Certificated Salaries		1900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			591,408.81	592,908.81	321,647.16	592,908.81	0.00	0.0%
CLASSIFIED SALARIES								
Classified Instructional Salaries		2100	276,902.51	276,902.51	169,747.68	276,902.51	0.00	0.0%
Classified Support Salaries		2200	139,802.04	139,802.04	67,910.70	139,802.04	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	62,324.42	62,324.42	35,818.65	62,324.42	0.00	0.0%
Other Classified Salaries		2900	11,954.48	11,954.48	1,940.40	11,954.48	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			490,983.45	490,983.45	275,417.43	490,983.45	0.00	0.0%
EMPLOYEE BENEFITS								
STRS		3101-3102	88,853.10	88,853.10	46,170.90	88,853.10	0.00	0.0%
PERS		3201-3202	63,551.69	63,726.80	37,642.87	63,726.80	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	33,877.61	35,897.61	21,122.09	35,897.61	0.00	0.0%
Health and Welfare Benefits		3401-3402	104,500.00	106,500.00	42,786.83	106,500.00	0.00	0.0%
Unemployment Insurance		3501-3502	541.20	542.20	295.53	542.20	0.00	0.0%
Workers' Compensation		3601-3602	26,432.04	26,532.04	14,908.75	26,532.04	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			317,755.64	322,051.75	162,926.97	322,051.75	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	165,620.38	322,357.51	2,302.96	322,357.51	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			165,620.38	322,357.51	2,302.96	322,357.51	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)
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	1,260.00	0.00	1,260.00	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	106,323.72	106,323.72	0.00	106,323.72	0.00	0.0%
Communications		5900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			106,323.72	107,583.72	0.00	107,583.72	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%
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%
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	108,949.00	108,949.00	0.00	108,949.00	0.00	0.0%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			108,949.00	108,949.00	0.00	108,949.00	0.00	0.0%
TOTAL, EXPENDITURES			1,781,041.00	1,944,834.24	762,294.52	1,944,834.24		

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)
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 Capital 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	2020/21 Projected Year Totals
6105	Child Development: California State Preschool Program	7.65
6130	Child Development: Center-Based Reserve Account	14,837.98
9010	Other Restricted Local	3,160.82
Total, Restricted Balance		18,006.45

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	2,016,000.00	1,939,500.00	706,052.71	1,939,500.00	0.00	0.0%
3) Other State Revenue		8300-8599	131,000.00	131,000.00	57,950.42	131,000.00	0.00	0.0%
4) Other Local Revenue		8600-8799	1,000.00	1,000.00	1,614.36	1,000.00	0.00	0.0%
5) TOTAL, REVENUES			2,148,000.00	2,071,500.00	765,617.49	2,071,500.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	867,521.53	867,521.53	580,780.90	867,521.53	0.00	0.0%
3) Employee Benefits		3000-3999	393,820.76	393,820.76	225,627.95	393,820.76	0.00	0.0%
4) Books and Supplies		4000-4999	955,000.00	953,000.00	371,940.88	953,000.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	38,000.00	40,000.00	66,431.24	40,000.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.00	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			2,254,342.29	2,254,342.29	1,244,780.97	2,254,342.29		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(106,342.29)	(182,842.29)	(479,163.48)	(182,842.29)		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	106,342.29	150,342.29	0.00	150,342.29	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			106,342.29	150,342.29	0.00	150,342.29		

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)
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			0.00	(32,500.00)	(479,163.48)	(32,500.00)		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	32,565.92	32,565.92		32,565.92	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)			32,565.92	32,565.92		32,565.92		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			32,565.92	32,565.92		32,565.92		
2) Ending Balance, June 30 (E + F1e)			32,565.92	65.92		65.92		
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	32,565.92	65.92		65.92		
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		

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)
FEDERAL REVENUE								
Child Nutrition Programs		8220	2,016,000.00	1,939,500.00	694,456.88	1,939,500.00	0.00	0.0%
Donated Food Commodities		8221	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Federal Revenue		8290	0.00	0.00	11,595.83	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			2,016,000.00	1,939,500.00	706,052.71	1,939,500.00	0.00	0.0%
OTHER STATE REVENUE								
Child Nutrition Programs		8520	131,000.00	131,000.00	57,950.42	131,000.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			131,000.00	131,000.00	57,950.42	131,000.00	0.00	0.0%
OTHER LOCAL REVENUE								
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	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	1,000.00	1,000.00	1,614.36	1,000.00	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			1,000.00	1,000.00	1,614.36	1,000.00	0.00	0.0%
TOTAL, REVENUES			2,148,000.00	2,071,500.00	765,617.49	2,071,500.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
CERTIFICATED SALARIES								
Certificated 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	690,488.62	690,488.62	476,082.59	690,488.62	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	122,580.35	122,580.35	71,876.48	122,580.35	0.00	0.0%
Clerical, Technical and Office Salaries		2400	54,452.56	54,452.56	32,821.83	54,452.56	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			867,521.53	867,521.53	580,780.90	867,521.53	0.00	0.0%
EMPLOYEE BENEFITS								
STRS		3101-3102	0.00	0.00	0.00	0.00	0.00	0.0%
PERS		3201-3202	149,545.62	149,545.62	90,086.01	149,545.62	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	51,656.51	51,656.51	38,763.24	51,656.51	0.00	0.0%
Health and Welfare Benefits		3401-3402	171,000.00	171,000.00	81,916.66	171,000.00	0.00	0.0%
Unemployment Insurance		3501-3502	433.76	433.76	290.42	433.76	0.00	0.0%
Workers' Compensation		3601-3602	21,184.87	21,184.87	14,571.62	21,184.87	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			393,820.76	393,820.76	225,627.95	393,820.76	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	55,000.00	62,000.00	10,051.87	62,000.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.00	0.00	0.00	0.0%
Food		4700	900,000.00	891,000.00	361,889.01	891,000.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			955,000.00	953,000.00	371,940.88	953,000.00	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)
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	21.99	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	2,000.00	2,000.00	1,024.00	2,000.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	16,000.00	16,000.00	34,421.03	16,000.00	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	20,000.00	22,000.00	30,964.22	22,000.00	0.00	0.0%
Communications		5900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			38,000.00	40,000.00	66,431.24	40,000.00	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	0.00	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS								
Transfers of Indirect Costs - Interfund		7350	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			2,254,342.29	2,254,342.29	1,244,780.97	2,254,342.29		

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)
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
From: General Fund		8916	106,342.29	150,342.29	0.00	150,342.29	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			106,342.29	150,342.29	0.00	150,342.29	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 Capital 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)			106,342.29	150,342.29	0.00	150,342.29		

Resource	Description	2020/21 Projected Year Totals
5310	Child Nutrition: School Programs (e.g., School Lunch, School	65.92
Total, Restricted Balance		65.92

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	1,050.00	62,562.00	31,299.80	62,562.00	0.00	0.0%
5) TOTAL, REVENUES			1,050.00	62,562.00	31,299.80	62,562.00		
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)			1,050.00	62,562.00	31,299.80	62,562.00		
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	19,849,958.00	19,849,958.41	19,849,958.00	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	19,849,958.00	19,849,958.41	19,849,958.00		

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)
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			1,050.00	19,912,520.00	19,881,258.21	19,912,520.00		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	6,176.21	6,176.21		6,176.21	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			6,176.21	6,176.21		6,176.21		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			6,176.21	6,176.21		6,176.21		
2) Ending Balance, June 30 (E + F1e)			7,226.21	19,918,696.21		19,918,696.21		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Legally Restricted Balance		9740	7,226.21	19,918,696.21		19,918,696.21		
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		

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)
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	50.00	60,050.00	30,548.04	60,050.00	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	1,000.00	2,512.00	751.76	2,512.00	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			1,050.00	62,562.00	31,299.80	62,562.00	0.00	0.0%
TOTAL, REVENUES			1,050.00	62,562.00	31,299.80	62,562.00		

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)
CLASSIFIED SALARIES								
Classified Support Salaries		2200	0.00	0.00	0.00	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.00	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.00	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.00	0.00	0.00	0.0%
EMPLOYEE BENEFITS								
STRS		3101-3102	0.00	0.00	0.00	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.00	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.00	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.00	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.00	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.00	0.00	0.00	0.0%
BOOKS AND SUPPLIES								
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.00	0.00	0.00	0.0%
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%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Oporating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
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%
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								
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	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)
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	19,849,958.00	19,849,958.41	19,849,958.00	0.00	0.0%
Proceeds from Disposal of Capital Assets		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 Capital 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	19,849,958.00	19,849,958.41	19,849,958.00	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	19,849,958.00	19,849,958.41	19,849,958.00		

Resource	Description	2020/21 Projected Year Totals
9010	Other Restricted Local	19,918,696.21
Total, Restricted Balance		19,918,696.21

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	395,000.00	122,894.14	395,000.00	0.00	0.0%
5) TOTAL, REVENUES			0.00	395,000.00	122,894.14	395,000.00		
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)			0.00	395,000.00	122,894.14	395,000.00		
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		

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)
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			0.00	395,000.00	122,894.14	395,000.00		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	2,294,339.29	2,294,339.29		2,294,339.29	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)			2,294,339.29	2,294,339.29		2,294,339.29		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			2,294,339.29	2,294,339.29		2,294,339.29		
2) Ending Balance, June 30 (E + F1e)			2,294,339.29	2,689,339.29		2,689,339.29		
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) Legally Restricted Balance		9740	2,294,339.29	2,689,339.29		2,689,339.29		
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		

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 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	0.00	15,000.00	9,931.86	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	0.00	380,000.00	112,962.28	380,000.00	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			0.00	395,000.00	122,894.14	395,000.00	0.00	0.0%
TOTAL, REVENUES			0.00	395,000.00	122,894.14	395,000.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
CERTIFICATED SALARIES								
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%
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%

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)
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%
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%
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		

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)
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 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 Capital 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	2020/21 Projected Year Totals
9010	Other Restricted Local	2,689,339.29
Total, Restricted Balance		2,689,339.29

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	600.00	475.83	600.00	0.00	0.0%
5) TOTAL, REVENUES			0.00	600.00	475.83	600.00		
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	600.00	475.83	600.00		
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		

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)
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			0.00	600.00	475.83	600.00		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	81,717.12	81,717.12		81,717.12	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)			81,717.12	81,717.12		81,717.12		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			81,717.12	81,717.12		81,717.12		
2) Ending Balance, June 30 (E + F1e)			81,717.12	82,317.12		82,317.12		
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	81,717.12	82,317.12		82,317.12		
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		

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)
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	600.00	475.83	600.00	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	600.00	475.83	600.00	0.00	0.0%
TOTAL, REVENUES			0.00	600.00	475.83	600.00		

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)
CLASSIFIED SALARIES								
Classified Support Salaries		2200	0.00	0.00	0.00	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.00	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.00	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.00	0.00	0.00	0.0%
EMPLOYEE BENEFITS								
STRS		3101-3102	0.00	0.00	0.00	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.00	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.00	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.00	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.00	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.00	0.00	0.00	0.0%
BOOKS AND SUPPLIES								
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.00	0.00	0.00	0.0%
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%

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)
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%
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		

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)
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%
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 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 Capital 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	2020/21 Projected Year Totals
9010	Other Restricted Local	82,317.12
Total, Restricted Balance		82,317.12

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	3,326,875.00	3,326,875.00	1,800,619.45	3,326,875.00	0.00	0.0%
5) TOTAL, REVENUES			3,326,875.00	3,326,875.00	1,800,619.45	3,326,875.00		
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	2,000,153.13	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	2,000,153.13	0.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			3,326,875.00	3,326,875.00	(199,533.68)	3,326,875.00		
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	3,295,115.00	3,295,115.00	0.00	3,295,115.00	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			(3,295,115.00)	(3,295,115.00)	0.00	(3,295,115.00)		

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)
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			31,760.00	31,760.00	(199,533.68)	31,760.00		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	4,403,936.27	4,403,936.27		4,403,936.27	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			4,403,936.27	4,403,936.27		4,403,936.27		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			4,403,936.27	4,403,936.27		4,403,936.27		
2) Ending Balance, June 30 (E + F1e)			4,435,696.27	4,435,696.27		4,435,696.27		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Legally Restricted Balance		9740	4,435,696.27	4,435,696.27		4,435,696.27		
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		

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)
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	3,295,115.00	3,295,115.00	1,773,211.11	3,295,115.00	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	31,760.00	31,760.00	27,408.34	31,760.00	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			3,326,875.00	3,326,875.00	1,800,619.45	3,326,875.00	0.00	0.0%
TOTAL, REVENUES			3,326,875.00	3,326,875.00	1,800,619.45	3,326,875.00		

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)
CLASSIFIED SALARIES								
Classified Support Salaries		2200	0.00	0.00	0.00	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.00	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.00	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.00	0.00	0.00	0.0%
EMPLOYEE BENEFITS								
STRS		3101-3102	0.00	0.00	0.00	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.00	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.00	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.00	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.00	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.00	0.00	0.00	0.0%
BOOKS AND SUPPLIES								
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.00	0.00	0.00	0.0%
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%

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)
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%
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								
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	673,895.32	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	1,326,257.81	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	2,000,153.13	0.00	0.00	0.0%
TOTAL, EXPENDITURES			0.00	0.00	2,000,153.13	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)
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	3,295,115.00	3,295,115.00	0.00	3,295,115.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			3,295,115.00	3,295,115.00	0.00	3,295,115.00	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 Capital 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)			(3,295,115.00)	(3,295,115.00)	0.00	(3,295,115.00)		

Resource	Description	2020/21 Projected Year Totals
9010	Other Restricted Local	4,435,696.27
Total, Restricted Balance		4,435,696.27

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		

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)
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								
a) As of July 1 - Unaudited		9791	0.00	0.00		0.00	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)			0.00	0.00		0.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			0.00	0.00		0.00		
2) Ending Balance, June 30 (E + F1e)			0.00	0.00		0.00		
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	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	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		

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)
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 Voted Indebtedness Levies								
Homeowners' Exemptions		8571	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8572	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 Voted Indebtedness Levies								
Secured Roll		8611	0.00	0.00	0.00	0.00	0.00	0.0%
Unsecured Roll		8612	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years' Taxes		8613	0.00	0.00	0.00	0.00	0.00	0.0%
Supplemental Taxes		8614	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%
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%
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	0.00	0.00	0.00	0.0%
TOTAL, REVENUES			0.00	0.00	0.00	0.00		
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Debt Service								
Bond Redemptions		7433	0.00	0.00	0.00	0.00	0.00	0.0%
Bond Interest and Other Service Charges		7434	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	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)
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: General Fund		7614	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								
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	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	2020/21 Projected Year Totals
Total, Restricted Balance		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)
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	3,295,115.00	3,295,115.00	0.00	3,295,115.00	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			3,295,115.00	3,295,115.00	0.00	3,295,115.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(3,295,115.00)	(3,295,115.00)	0.00	(3,295,115.00)		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	3,295,115.00	3,295,115.00	0.00	3,295,115.00	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			3,295,115.00	3,295,115.00	0.00	3,295,115.00		

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)
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								
a) As of July 1 - Unaudited		9791	0.00	0.00		0.00	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)			0.00	0.00		0.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			0.00	0.00		0.00		
2) Ending Balance, June 30 (E + F1e)			0.00	0.00		0.00		
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	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	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		

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)
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 Voted Indebtedness Levies								
Homeowners' Exemptions		8571	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8572	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 Voted Indebtedness Levies								
Secured Roll		8611	0.00	0.00	0.00	0.00	0.00	0.0%
Unsecured Roll		8612	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years' Taxes		8613	0.00	0.00	0.00	0.00	0.00	0.0%
Supplemental Taxes		8614	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Ad Valorem Taxes								
Other		8622	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%
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%
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	0.00	0.00	0.00	0.0%
TOTAL, REVENUES			0.00	0.00	0.00	0.00		
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Debt Service								
Bond Redemptions		7433	0.00	0.00	0.00	0.00	0.00	0.0%
Bond Interest and Other Service Charges		7434	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	3,295,115.00	3,295,115.00	0.00	3,295,115.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			3,295,115.00	3,295,115.00	0.00	3,295,115.00	0.00	0.0%
TOTAL, EXPENDITURES			3,295,115.00	3,295,115.00	0.00	3,295,115.00		

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)
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
Other Authorized Interfund Transfers In		8919	3,295,115.00	3,295,115.00	0.00	3,295,115.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			3,295,115.00	3,295,115.00	0.00	3,295,115.00	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%
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)			3,295,115.00	3,295,115.00	0.00	3,295,115.00		

Resource	Description	2020/21 Projected Year Totals
9010	Other Restricted Local	0.00
Total, Restricted Balance		0.00

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)	4,211.37	4,211.37	4,211.37	4,211.37	0.00	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%
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%
4. Total, District Regular ADA (Sum of Lines A1 through A3)	4,211.37	4,211.37	4,211.37	4,211.37	0.00	0%
5. District Funded County Program ADA						
a. County Community Schools	0.00	0.00	0.00	0.00	0.00	0%
b. Special Education-Special Day Class	0.00	0.00	0.00	0.00	0.00	0%
c. Special Education-NPS/LCI	0.00	0.00	0.00	0.00	0.00	0%
d. Special Education Extended Year	0.00	0.00	0.00	0.00	0.00	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%
f. County School Tuition Fund (Out of State Tuition) [EC 2000 and 46380]	0.00	0.00	0.00	0.00	0.00	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%
6. TOTAL DISTRICT ADA (Sum of Line A4 and Line A5g)	4,211.37	4,211.37	4,211.37	4,211.37	0.00	0%
7. Adults in Correctional Facilities	0.00	0.00	0.00	0.00	0.00	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 ADA						
a. County Group Home and Institution Pupils	0.00	0.00	0.00	0.00	0.00	0%
b. Juvenile Halls, Homes, and Camps	0.00	0.00	0.00	0.00	0.00	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%
d. Total, County Program Alternative Education ADA (Sum of Lines B1a through B1c)	0.00	0.00	0.00	0.00	0.00	0%
2. District Funded County Program ADA						
a. County Community Schools	0.00	0.00	0.00	0.00	0.00	0%
b. Special Education-Special Day Class	0.00	0.00	0.00	0.00	0.00	0%
c. Special Education-NPS/LCI	0.00	0.00	0.00	0.00	0.00	0%
d. Special Education Extended Year	0.00	0.00	0.00	0.00	0.00	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%
f. County School Tuition Fund (Out of State Tuition) [EC 2000 and 46380]	0.00	0.00	0.00	0.00	0.00	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%
3. TOTAL COUNTY OFFICE ADA (Sum of Lines B1d and B2g)	0.00	0.00	0.00	0.00	0.00	0%
4. Adults in Correctional Facilities	0.00	0.00	0.00	0.00	0.00	0%
5. County Operations Grant ADA	0.00	0.00	0.00	0.00	0.00	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%
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%
b. Juvenile Halls, Homes, and Camps	0.00	0.00	0.00	0.00	0.00	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%
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%
3. Charter School Funded County Program ADA						
a. County Community Schools	0.00	0.00	0.00	0.00	0.00	0%
b. Special Education-Special Day Class	0.00	0.00	0.00	0.00	0.00	0%
c. Special Education-NPS/LCI	0.00	0.00	0.00	0.00	0.00	0%
d. Special Education Extended Year	0.00	0.00	0.00	0.00	0.00	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%
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%
4. TOTAL CHARTER SCHOOL ADA (Sum of Lines C1, C2d, and C3f)	0.00	0.00	0.00	0.00	0.00	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%
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%
b. Juvenile Halls, Homes, and Camps	0.00	0.00	0.00	0.00	0.00	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%
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%
7. Charter School Funded County Program ADA						
a. County Community Schools	0.00	0.00	0.00	0.00	0.00	0%
b. Special Education-Special Day Class	0.00	0.00	0.00	0.00	0.00	0%
c. Special Education-NPS/LCI	0.00	0.00	0.00	0.00	0.00	0%
d. Special Education Extended Year	0.00	0.00	0.00	0.00	0.00	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%
f. Total, Charter School Funded County Program ADA (Sum of Lines C7a through C7e)	0.00	0.00	0.00	0.00	0.00	0%
8. TOTAL CHARTER SCHOOL ADA (Sum of Lines C5, C6d, and C7f)	0.00	0.00	0.00	0.00	0.00	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%

Section I - Expenditures	Funds 01, 09, and 62 Goals	Functions	Objects	2020-21 Expenditures
A. Total state, federal, and local expenditures (all resources)	All	All	1000-7999	64,529,769.37
B. Less all federal expenditures not allowed for MOE (Resources 3000-5999, except 3385)	All	All	1000-7999	11,015,187.45
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	6,000.00
3. Debt Service	All	9100	5400-5450, 5800, 7430-7439	603,630.00
4. Other Transfers Out	All	9200	7200-7299	0.00
5. Interfund Transfers Out	All	9300	7600-7629	150,342.29
6. All Other Financing Uses	All	9100 9200	7699 7651	0.00
7. Nonagency	7100-7199	All except 5000-5999, 9000-9999	1000-7999	0.00
8. Tuition (Revenue, in lieu of expenditures, to approximate costs of services for which tuition is received)	All	All	8710	0.00
9. Supplemental expenditures made as a result of a Presidentially declared disaster	Manually entered. Must not include expenditures in lines B, C1-C8, D1, or D2.			
10. Total state and local expenditures not allowed for MOE calculation (Sum lines C1 through C9)				759,972.29
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	182,842.29
2. Expenditures to cover deficits for student body activities	Manually entered. Must not include expenditures in lines A or D1.			
E. Total expenditures subject to MOE (Line A minus lines B and C10, plus lines D1 and D2)				52,937,451.92

Section II - Expenditures Per ADA		2020-21 Annual ADA/ Exps. Per ADA
A. Average Daily Attendance (Form AI, Column C, sum of lines A6 and C9)*		4,211.37
B. Expenditures per ADA (Line I.E divided by Line II.A)		12,570.13

Section III - MOE Calculation (For data collection only. Final determination will be done by CDE)	Total	Per ADA
A. Base expenditures (Preloaded expenditures extracted from prior year Unaudited Actuals MOE calculation). (Note: If the prior year MOE was not met, in its final determination, CDE will adjust the prior year base to 90 percent of the preceding prior year amount rather than the actual prior year expenditure amount.)	56,232,200.56	13,378.74
1. Adjustment to base expenditure and expenditure per ADA amounts for LEAs failing prior year MOE calculation (From Section IV)	0.00	0.00
2. Total adjusted base expenditure amounts (Line A plus Line A.1)	56,232,200.56	13,378.74
B. Required effort (Line A.2 times 90%)	50,608,980.50	12,040.87
C. Current year expenditures (Line I.E and Line II.B)	52,937,451.92	12,570.13
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 2022-23 may be reduced by the lower of the two percentages)	0.00%	0.00%

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

SECTION IV - Detail of Adjustments to Base Expenditures (used in Section III, Line A.1)		
Description of Adjustments	**Total Expenditures**	**Expenditures Per ADA**
Total adjustments to base expenditures	0.00	0.00

Part I - General Administrative Share of Plant Services Costs

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

A. Salaries and Benefits - Other General Administration and Centralized Data Processing

1. Salaries and benefits paid through payroll (Funds 01, 09, and 62, objects 1000-3999 except 3701-3702) (Functions 7200-7700, goals 0000 and 9000) — 2,264,699.59
2. Contracted general administrative positions not paid through payroll
   a. Enter the costs, if any, of general administrative positions performing services ON SITE but paid through a contract, rather than through payroll, in functions 7200-7700, goals 0000 and 9000, Object 5800.
   b. If an amount is entered on Line A2a, provide the title, duties, and approximate FTE of each general administrative position paid through a contract. Retain supporting documentation in case of audit.

B. Salaries and Benefits - All Other Activities

1. Salaries and benefits paid through payroll (Funds 01, 09, and 62, objects 1000-3999 except 3701-3702) (Functions 1000-6999, 7100-7180, & 8100-8400; Functions 7200-7700, all goals except 0000 & 9000) — 45,460,389.36

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) — 4.98%

Part II - Adjustments for Employment Separation Costs

When an employee separates from service, the local educational agency (LEA) may incur costs associated with the separation in addition to the employee's regular salary and benefits for the final pay period. These additional costs can be categorized as "normal" or "abnormal or mass" separation costs.

Normal separation costs include items such as pay for accumulated unused leave or routine severance pay authorized by governing board policy. Normal separation costs are not allowable as direct costs to federal programs, but are allowable as indirect costs. State programs may have similar restrictions. Where federal or state program guidelines required that the LEA charge an employee's normal separation costs to an unrestricted resource rather than to the restricted program in which the employee worked, the LEA may identify and enter these costs on Line A for inclusion in the indirect cost pool.

Abnormal or mass separation costs are those costs resulting from actions taken by an LEA to influence employees to terminate their employment earlier than they normally would have. Abnormal or mass separation costs include retirement incentives such as a Golden Handshake or severance packages negotiated to effect termination. Abnormal or mass separation costs may not be charged to federal programs as either direct costs or indirect costs. Where an LEA paid abnormal or mass separation costs on behalf of positions in general administrative functions included in the indirect cost pool, the LEA must identify and enter these costs on Line B for exclusion from the pool.

A. Normal Separation Costs (optional)

Enter any normal separation costs paid on behalf of employees of restricted state or federal programs that were charged to an unrestricted resource (0000-1999) in funds 01, 09, and 62 with functions 1000-6999 or 8100-8400 rather than to the restricted program. These costs will be moved in Part III from base costs to the indirect cost pool. Retain supporting documentation.

B. Abnormal or Mass Separation Costs (required)

Enter any abnormal or mass separation costs paid on behalf of general administrative positions charged to unrestricted resources (0000-1999) in funds 01, 09, and 62 with functions 7200-7700. These costs will be moved in Part III from the indirect cost pool to base costs. If none, enter zero. — **Entry required**

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)	3,672,570.59
2.	Centralized Data Processing, less portion charged to restricted resources or specific goals (Function 7700, objects 1000-5999, minus Line B10)	822,532.60
3.	External Financial Audit - Single Audit (Function 7190, resources 0000-1999, goals 0000 and 9000, objects 5000-5999)	20,000.00
4.	Staff Relations and Negotiations (Function 7120, resources 0000-1999, goals 0000 and 9000, objects 1000-5999)	0.00
5.	Plant Maintenance and Operations (portion relating to general administrative offices only) (Functions 8100-8400, objects 1000-5999 except 5100, times Part I, Line C)	287,389.26
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)	4,802,492.45
9.	Carry-Forward Adjustment (Part IV, Line F)	(423,477.04)
10.	Total Adjusted Indirect Costs (Line A8 plus Line A9)	4,379,015.41
B.	**Base Costs**	
1.	Instruction (Functions 1000-1999, objects 1000-5999 except 5100)	43,628,762.84
2.	Instruction-Related Services (Functions 2000-2999, objects 1000-5999 except 5100)	4,487,022.69
3.	Pupil Services (Functions 3000-3999, objects 1000-5999 except 4700 and 5100)	4,162,455.14
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)	768,033.45
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)	135,850.89
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)	232,149.27
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)	5,483,479.35
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)	1,835,885.24
17.	Cafeteria (Funds 13 & 61, functions 1000-6999, 8100-8400 & 8700, objects 1000-5999 except 4700 & 5100)	1,363,342.29
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)	62,096,981.16
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)	7.73%
D.	**Preliminary Proposed Indirect Cost Rate (For final approved fixed-with-carry-forward rate for use in 2022-23 see www.cde.ca.gov/fg/ac/ic)** (Line A10 divided by Line B19)	7.05%

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)**	4,802,492.45
B.	**Carry-forward adjustment from prior year(s)**	
1.	Carry-forward adjustment from the second prior year	(47,081.26)
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 (8.34%) times Part III, Line B19); zero if negative	0.00
2.	Over-recovery: Part III, Line A8, plus carry-forward adjustment from prior years, minus the lesser of (approved indirect cost rate (8.34%) times Part III, Line B19) or (the highest rate used to recover costs from any program (8.34%) times Part III, Line B19); zero if positive	(423,477.04)
D.	**Preliminary carry-forward adjustment (Line C1 or C2)**	(423,477.04)

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:	7.05%
Option 2.	Preliminary proposed approved rate (Part III, Line D) if one-half of negative carry-forward adjustment ($-211,738.52) is applied to the current year calculation and the remainder ($-211,738.52) is deferred to one or more future years:	7.39%
Option 3.	Preliminary proposed approved rate (Part III, Line D) if one-third of negative carry-forward adjustment ($-141,159.01) is applied to the current year calculation and the remainder ($-282,318.03) is deferred to one or more future years:	7.51%
	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)**	(423,477.04)

Approved indirect cost rate: 8.34%
Highest rate used in any program: 8.34%

Fund	Resource	Eligible Expenditures (Objects 1000-5999 except Object 5100)	Indirect Costs Charged (Objects 7310 and 7350)	Rate Used
01	3010	1,886,658.00	157,033.00	8.32%
01	4035	344,338.00	28,717.00	8.34%
01	4127	203,625.00	16,982.00	8.34%
01	4203	489,393.00	40,815.00	8.34%
12	6105	1,306,342.00	108,949.00	8.34%

Description	Object Codes	Projected Year Totals (Form 01I) (A)	% Change (Cols. C-A/A) (B)	2021-22 Projection (C)	% Change (Cols. E-C/C) (D)	2022-23 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	46,000,456.00	2.74%	47,260,128.00	-0.03%	47,245,659.00
2. Federal Revenues	8100-8299	150,000.00	0.00%	150,000.00	0.00%	150,000.00
3. Other State Revenues	8300-8599	765,678.00	-1.21%	756,422.00	-1.64%	743,999.00
4. Other Local Revenues	8600-8799	70,000.00	0.00%	70,000.00	0.00%	70,000.00
5. Other Financing Sources						
a. Transfers In	8900-8929	0.00	0.00%	0.00	0.00%	0.00
b. Other Sources	8930-8979	0.00	0.00%	0.00	0.00%	0.00
c. Contributions	8980-8999	(7,786,010.71)	3.85%	(8,086,011.00)	3.71%	(8,386,011.00)
6. Total (Sum lines A1 thru A5c)		39,200,123.29	2.42%	40,150,539.00	-0.81%	39,823,647.00
B. EXPENDITURES AND OTHER FINANCING USES						
1. Certificated Salaries						
a. Base Salaries				18,829,545.84		18,034,887.00
b. Step & Column Adjustment				376,590.92		360,697.74
c. Cost-of-Living Adjustment						
d. Other Adjustments				(1,171,249.76)		815,999.26
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	18,829,545.84	-4.22%	18,034,887.00	6.52%	19,211,584.00
2. Classified Salaries						
a. Base Salaries				5,984,064.61		6,048,573.00
b. Step & Column Adjustment				119,681.29		120,971.46
c. Cost-of-Living Adjustment						
d. Other Adjustments				(55,172.90)		860,173.54
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	5,984,064.61	1.08%	6,048,573.00	16.22%	7,029,718.00
3. Employee Benefits	3000-3999	8,278,714.55	0.59%	8,327,390.00	8.40%	9,026,582.00
4. Books and Supplies	4000-4999	534,813.66	97.58%	1,056,695.00	-30.16%	737,963.00
5. Services and Other Operating Expenditures	5000-5999	4,172,053.76	19.95%	5,004,385.00	2.12%	5,110,478.00
6. Capital Outlay	6000-6999	0.00	0.00%	0.00	0.00%	0.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	24,919.09	-100.00%	0.00	0.00%	0.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	(352,496.00)	1.82%	(358,911.00)	2.12%	(366,520.00)
9. Other Financing Uses						
a. Transfers Out	7600-7629	150,342.29	0.00%	150,342.29	0.00%	150,342.29
b. Other Uses	7630-7699	0.00	0.00%	0.00	0.00%	0.00
10. Other Adjustments (Explain in Section F below)				0.00		0.00
11. Total (Sum lines B1 thru B10)		37,621,957.80	1.70%	38,263,361.29	6.89%	40,900,147.29
C. NET INCREASE (DECREASE) IN FUND BALANCE (Line A6 minus line B11)		1,578,165.49		1,887,177.71		(1,076,500.29)
D. FUND BALANCE						
1. Net Beginning Fund Balance (Form 01I, line F1e)		419,631.69		1,997,797.18		3,884,974.89
2. Ending Fund Balance (Sum lines C and D1)		1,997,797.18		3,884,974.89		2,808,474.60
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		0.00		0.00
2. Other Commitments	9760	0.00		0.00		0.00
d. Assigned	9780	0.00		2,044,962.00		989,506.00
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789	1,947,796.00		1,790,012.00		1,768,968.00
2. Unassigned/Unappropriated	9790	1.18		0.89		0.60
f. Total Components of Ending Fund Balance (Line D3f must agree with line D2)		1,997,797.18		3,884,974.89		2,808,474.60

Description	Object Codes	Projected Year Totals (Form 01I) (A)	% Change (Cols. C-A/A) (B)	2021-22 Projection (C)	% Change (Cols. E-C/C) (D)	2022-23 Projection (E)
E. AVAILABLE RESERVES						
1. General Fund						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	1,947,796.00		1,790,012.00		1,768,968.00
c. Unassigned/Unappropriated	9790	1.18		0.89		0.60
(Enter other reserve projections in Columns C and E for subsequent years 1 and 2; current year - Column A - is extracted)						
2. Special Reserve Fund - Noncapital Outlay (Fund 17)						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	0.00		0.00		0.00
c. Unassigned/Unappropriated	9790	0.00		0.00		0.00
3. Total Available Reserves (Sum lines E1a thru E2c)		1,947,797.18		1,790,012.89		1,768,968.60

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.

Implementation of 21-22 Budget Reduction Plan and cost shift from GF unrestricted to CARES, ESSER I and/or ESSER II funding. In 22-23, cost shifts reverts back to GF Unrestricted.

Description	Object Codes	Projected Year Totals (Form 01I) (A)	% Change (Cols. C-A/A) (B)	2021-22 Projection (C)	% Change (Cols. E-C/C) (D)	2022-23 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	255,468.00	0.00%	255,468.00	0.00%	255,468.00
2. Federal Revenues	8100-8299	11,849,715.88	-44.16%	6,616,797.00	-53.25%	3,093,674.00
3. Other State Revenues	8300-8599	3,129,452.00	-12.75%	2,730,331.00	-0.26%	2,723,249.00
4. Other Local Revenues	8600-8799	3,517,255.07	0.00%	3,517,255.00	0.00%	3,517,255.00
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	7,786,010.71	3.85%	8,086,011.00	3.71%	8,386,011.00
6. Total (Sum lines A1 thru A5c)		26,537,901.66	-20.09%	21,205,862.00	-15.23%	17,975,657.00
B. EXPENDITURES AND OTHER FINANCING USES						
1. Certificated Salaries						
a. Base Salaries				5,625,790.60		5,516,105.00
b. Step & Column Adjustment				112,515.81		110,322.10
c. Cost-of-Living Adjustment						
d. Other Adjustments				(222,201.41)		(1,836,000.10)
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	5,625,790.60	-1.95%	5,516,105.00	-31.28%	3,790,427.00
2. Classified Salaries						
a. Base Salaries				4,438,854.15		3,402,730.00
b. Step & Column Adjustment				88,777.08		68,054.60
c. Cost-of-Living Adjustment						
d. Other Adjustments				(1,124,901.23)		(860,173.60)
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	4,438,854.15	-23.34%	3,402,730.00	-23.28%	2,610,611.00
3. Employee Benefits	3000-3999	4,896,536.20	-10.43%	4,385,802.00	4.76%	4,594,362.00
4. Books and Supplies	4000-4999	5,188,866.89	-23.49%	3,970,064.00	-21.62%	3,111,881.00
5. Services and Other Operating Expenditures	5000-5999	5,766,505.82	-39.53%	3,487,112.00	2.12%	3,561,039.00
6. Capital Outlay	6000-6999	169,000.00	-16.63%	140,896.00	2.12%	143,883.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	578,710.91	-56.28%	253,000.00	-100.00%	0.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	243,547.00	1.82%	247,980.00	2.12%	253,237.00
9. Other Financing Uses						
a. Transfers Out	7600-7629	0.00	0.00%	0.00	0.00%	0.00
b. Other Uses	7630-7699	0.00	0.00%	0.00	0.00%	0.00
10. Other Adjustments (Explain in Section F below)				0.00		0.00
11. Total (Sum lines B1 thru B10)		26,907,811.57	-20.46%	21,403,689.00	-15.60%	18,065,440.00
C. NET INCREASE (DECREASE) IN FUND BALANCE (Line A6 minus line B11)		(369,909.91)		(197,827.00)		(89,783.00)
D. FUND BALANCE						
1. Net Beginning Fund Balance (Form 01I, line F1e)		905,759.00		535,849.09		338,022.09
2. Ending Fund Balance (Sum lines C and D1)		535,849.09		338,022.09		248,239.09
3. Components of Ending Fund Balance (Form 01I)						
a. Nonspendable	9710-9719	0.00		0.00		0.00
b. Restricted	9740	535,849.45		338,022.09		248,239.09
c. Committed						
1. Stabilization Arrangements	9750					
2. Other Commitments	9760					
d. Assigned	9780					
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789					
2. Unassigned/Unappropriated	9790	(0.36)		0.00		0.00
f. Total Components of Ending Fund Balance (Line D3f must agree with line D2)		535,849.09		338,022.09		248,239.09

Description	Object Codes	Projected Year Totals (Form 01I) (A)	% Change (Cols. C-A/A) (B)	2021-22 Projection (C)	% Change (Cols. E-C/C) (D)	2022-23 Projection (E)
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.

Cost shift to/from GF unrestricted to CARES, ESSER I and/or ESSER II.

Description	Object Codes	Projected Year Totals (Form 01I) (A)	% Change (Cols. C-A/A) (B)	2021-22 Projection (C)	% Change (Cols. E-C/C) (D)	2022-23 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	46,255,924.00	2.72%	47,515,596.00	-0.03%	47,501,127.00
2. Federal Revenues	8100-8299	11,999,715.88	-43.61%	6,766,797.00	-52.06%	3,243,674.00
3. Other State Revenues	8300-8599	3,895,130.00	-10.48%	3,486,753.00	-0.56%	3,467,248.00
4. Other Local Revenues	8600-8799	3,587,255.07	0.00%	3,587,255.00	0.00%	3,587,255.00
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)		65,738,024.95	-6.67%	61,356,401.00	-5.80%	57,799,304.00
B. EXPENDITURES AND OTHER FINANCING USES						
1. Certificated Salaries						
a. Base Salaries				24,455,336.44		23,550,992.00
b. Step & Column Adjustment				489,106.73		471,019.84
c. Cost-of-Living Adjustment				0.00		0.00
d. Other Adjustments				(1,393,451.17)		(1,020,000.84)
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	24,455,336.44	-3.70%	23,550,992.00	-2.33%	23,002,011.00
2. Classified Salaries						
a. Base Salaries				10,422,918.76		9,451,303.00
b. Step & Column Adjustment				208,458.37		189,026.06
c. Cost-of-Living Adjustment				0.00		0.00
d. Other Adjustments				(1,180,074.13)		(0.06)
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	10,422,918.76	-9.32%	9,451,303.00	2.00%	9,640,329.00
3. Employee Benefits	3000-3999	13,175,250.75	-3.51%	12,713,192.00	7.14%	13,620,944.00
4. Books and Supplies	4000-4999	5,723,680.55	-12.18%	5,026,759.00	-23.41%	3,849,844.00
5. Services and Other Operating Expenditures	5000-5999	9,938,559.58	-14.56%	8,491,497.00	2.12%	8,671,517.00
6. Capital Outlay	6000-6999	169,000.00	-16.63%	140,896.00	2.12%	143,883.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	603,630.00	-58.09%	253,000.00	-100.00%	0.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	(108,949.00)	1.82%	(110,931.00)	2.12%	(113,283.00)
9. Other Financing Uses						
a. Transfers Out	7600-7629	150,342.29	0.00%	150,342.29	0.00%	150,342.29
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)		64,529,769.37	-7.54%	59,667,050.29	-1.18%	58,965,587.29
C. NET INCREASE (DECREASE) IN FUND BALANCE (Line A6 minus line B11)		1,208,255.58		1,689,350.71		(1,166,283.29)
D. FUND BALANCE						
1. Net Beginning Fund Balance (Form 01I, line F1e)		1,325,390.69		2,533,646.27		4,222,996.98
2. Ending Fund Balance (Sum lines C and D1)		2,533,646.27		4,222,996.98		3,056,713.69
3. Components of Ending Fund Balance (Form 01I)						
a. Nonspendable	9710-9719	50,000.00		50,000.00		50,000.00
b. Restricted	9740	535,849.45		338,022.09		248,239.09
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	0.00		2,044,962.00		989,506.00
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789	1,947,796.00		1,790,012.00		1,768,968.00
2. Unassigned/Unappropriated	9790	0.82		0.89		0.60
f. Total Components of Ending Fund Balance (Line D3f must agree with line D2)		2,533,646.27		4,222,996.98		3,056,713.69

Description	Object Codes	Projected Year Totals (Form 01I) (A)	% Change (Cols. C-A/A) (B)	2021-22 Projection (C)	% Change (Cols. E-C/C) (D)	2022-23 Projection (E)
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	1,947,796.00		1,790,012.00		1,768,968.00
c. Unassigned/Unappropriated	9790	1.18		0.89		0.60
d. Negative Restricted Ending Balances (Negative resources 2000-9999)	979Z	(0.36)		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)		1,947,796.82		1,790,012.89		1,768,968.60
4. Total Available Reserves - by Percent (Line E3 divided by Line F3c)		3.02%		3.00%		3.00%
F. RECOMMENDED RESERVES						
1. Special Education Pass-through Exclusions						
For districts that serve as the administrative unit (AU) of a special education local plan area (SELPA):						
a. Do you choose to exclude from the reserve calculation the pass-through funds distributed to SELPA members?	No					
b. If you are the SELPA AU and are excluding special education pass-through funds:						
1. Enter the name(s) of the SELPA(s):						
2. Special education pass-through funds (Column A: Fund 10, resources 3300-3499 and 6500-6540, 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)		4,211.37		4,207.15		4,149.27
3. Calculating the Reserves						
a. Expenditures and Other Financing Uses (Line B11)		64,529,769.37		59,667,050.29		58,965,587.29
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)		64,529,769.37		59,667,050.29		58,965,587.29
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)		1,935,893.08		1,790,011.51		1,768,967.62
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)		1,935,893.08		1,790,011.51		1,768,967.62
h. Available Reserves (Line E3) Meet Reserve Standard (Line F3g)		YES		YES		YES

Description	Direct Costs - Interfund Transfers In 5750	Direct Costs - Interfund Transfers Out 5750	Indirect Costs - Interfund Transfers In 7350	Indirect Costs - Interfund Transfers Out 7350	Interfund Transfers In 8900-8929	Interfund Transfers Out 7600-7629	Due From Other Funds 9310	Due To Other Funds 9610
01I GENERAL FUND								
Expenditure Detail	0.00	0.00	0.00	(108,949.00)				
Other Sources/Uses Detail					0.00	150,342.29		
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	108,949.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
13I CAFETERIA SPECIAL REVENUE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					150,342.29	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						
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	3,295,115.00		
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					3,295,115.00	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								

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
611 CAFETERIA ENTERPRISE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
621 CHARTER SCHOOLS ENTERPRISE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
631 OTHER ENTERPRISE FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
661 WAREHOUSE REVOLVING FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
671 SELF-INSURANCE FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
711 RETIREE BENEFIT FUND								
Expenditure Detail								
Other Sources/Uses Detail					0.00			
Fund Reconciliation								
731 FOUNDATION PRIVATE-PURPOSE TRUST FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00			
Fund Reconciliation								
761 WARRANT/PASS-THROUGH FUND								
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	108,949.00	(108,949.00)	3,445,457.29	3,445,457.29		

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

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

CRITERIA AND STANDARDS

1. CRITERION: Average Daily Attendance

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

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

1A. Calculating the District's ADA Variances

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

Estimated Funded ADA

Fiscal Year	First Interim Projected Year Totals (Form 01CSI, Item 1A)	Second Interim Projected Year Totals (Form AI, Lines A4 and C4)	Percent Change	Status
Current Year (2020-21)				
District Regular	4,211.37	4,211.37		
Charter School	0.00	0.00		
Total ADA	**4,211.37**	**4,211.37**	**0.0%**	**Met**
1st Subsequent Year (2021-22)				
District Regular	4,211.20	4,207.15		
Charter School				
Total ADA	**4,211.20**	**4,207.15**	**-0.1%**	**Met**
2nd Subsequent Year (2022-23)				
District Regular	4,022.52	4,149.27		
Charter School				
Total ADA	**4,022.52**	**4,149.27**	**3.2%**	**Not Met**

1B. Comparison of District ADA to the Standard

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

1a. STANDARD NOT MET - The projected change since first interim projections for funded ADA exceeds two percent in any of the current year or two subsequent fiscal years. Provide reasons why the change(s) exceed the standard, a description of the methods and assumptions used in projecting funded ADA, and what changes will be made to improve the accuracy of projections in this area.

Explanation: (required if NOT met)

Enrollment counts have increased sinced First Interim and therefore, 2022- 23 ADA is projected to increase as well.

2. CRITERION: Enrollment

STANDARD: Projected enrollment for any of the current fiscal year or two subsequent fiscal years has not changed by more than two percent since first interim projections.

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

2A. Calculating the District's Enrollment Variances

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

Fiscal Year	Enrollment First Interim (Form 01CSI, Item 2A)	Second Interim CBEDS/Projected	Percent Change	Status
Current Year (2020-21)				
District Regular	4,398	4,418		
Charter School				
Total Enrollment	4,398	4,418	0.5%	Met
1st Subsequent Year (2021-22)				
District Regular	4,204	4,330		
Charter School				
Total Enrollment	4,204	4,330	3.0%	Not Met
2nd Subsequent Year (2022-23)				
District Regular	4,167	4,243		
Charter School				
Total Enrollment	4,167	4,243	1.8%	Met

2B. Comparison of District Enrollment to the Standard

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

1a. STANDARD NOT MET - Enrollment projections have changed since first interim projections by more than two percent in any of the current year or two subsequent fiscal years. Provide reasons why the change(s) exceed the standard, a description of the methods and assumptions used in projecting enrollment, and what changes will be made to improve the accuracy of projections in this area.

Explanation: (required if NOT met)

Enrollment for subsequent year is projected to decline by 2% each year.

3. CRITERION: ADA to Enrollment

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

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

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

Fiscal Year	P-2 ADA Unaudited Actuals (Form A, Lines A4 and C4)	Enrollment CBEDS Actual (Form 01CSI, Item 3A)	Historical Ratio of ADA to Enrollment
Third Prior Year (2017-18)			
District Regular	4,508	4,733	
Charter School			
Total ADA/Enrollment	4,508	4,733	95.2%
Second Prior Year (2018-19)			
District Regular	4,351	4,578	
Charter School			
Total ADA/Enrollment	4,351	4,578	95.0%
First Prior Year (2019-20)			
District Regular	4,203	4,474	
Charter School	0		
Total ADA/Enrollment	4,203	4,474	93.9%
		Historical Average Ratio:	94.7%
		District's ADA to Enrollment Standard (historical average ratio plus 0.5%):	95.2%

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 (2020-21)				
District Regular	4,211	4,418		
Charter School	0			
Total ADA/Enrollment	4,211	4,418	95.3%	Not Met
1st Subsequent Year (2021-22)				
District Regular	4,149	4,330		
Charter School				
Total ADA/Enrollment	4,149	4,330	95.8%	Not Met
2nd Subsequent Year (2022-23)				
District Regular	4,067	4,243		
Charter School				
Total ADA/Enrollment	4,067	4,243	95.9%	Not Met

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

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

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

Explanation: (required if NOT met)

Historically, SYSD's ADA will range from 94%-96%.

4. CRITERION: LCFF Revenue

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

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

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

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

Fiscal Year	LCFF Revenue (Fund 01, Objects 8011, 8012, 8020-8089) First Interim (Form 01CSI, Item 4A)	Second Interim Projected Year Totals	Percent Change	Status
Current Year (2020-21)	45,121,788.00	45,847,608.00	1.6%	Met
1st Subsequent Year (2021-22)	45,476,447.00	47,260,128.00	3.9%	Not Met
2nd Subsequent Year (2022-23)	43,498,765.00	47,245,659.00	8.6%	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 first interim projections by more than two percent in any of the current year or two subsequent fiscal years. Provide reasons why the change(s) exceed the standard and a description of the methods and assumptions used in projecting LCFF revenue.

Explanation: (required if NOT met)

The change is due to the projected 2021-22 Compounded COLA of 3.84% and the 2022-23 COLA projected at 1.28%. Both rates were not determined at First Interim. The Governor's January proposal includes the COLA rates.

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 (2017-18)	38,026,181.89	47,911,686.20	79.4%
Second Prior Year (2018-19)	38,959,895.01	45,908,048.78	84.9%
First Prior Year (2019-20)	37,212,130.62	41,249,279.41	90.2%
		Historical Average Ratio:	84.8%

	Current Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
District's Reserve Standard Percentage (Criterion 10B, Line 4)	3.0%	3.0%	3.0%
District's Salaries and Benefits Standard (historical average ratio, plus/minus the greater of 3% or the district's reserve standard percentage):	81.8% to 87.8%	81.8% to 87.8%	81.8% to 87.8%

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 (2020-21)	33,092,325.00	37,471,615.51	88.3%	Not Met
1st Subsequent Year (2021-22)	32,410,850.00	38,113,019.00	85.0%	Met
2nd Subsequent Year (2022-23)	35,267,884.00	40,749,805.00	86.5%	Met

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

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

1a. STANDARD NOT MET - Projected ratio of unrestricted salary and benefit costs to total unrestricted expenditures has changed by more than the standard in any of the current year or two subsequent fiscal years. Provide reasons why the change(s) exceed the standard and a description of the methods and assumptions used in projecting salaries and benefits.

Explanation: (required if NOT met)	Salary and Benefit costs makes up about 85% to 90% of the district's budget.

6. CRITERION: Other Revenues and Expenditures

STANDARD: Projected operating revenues (including federal, other state and other local) or expenditures (including books and supplies, and services and other operating), for any of the current fiscal year or two subsequent fiscal years, have not changed by more than five percent since first interim projections.

Changes that exceed five percent in any major object category must be explained.

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

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

DATA ENTRY: First Interim data that exist will be extracted; otherwise, enter data into the first column. Second Interim data for the Current Year are extracted. If Second Interim Form MYPI exists, data for the two subsequent years will be extracted; if not, enter data for the two subsequent years into the second column.

Explanations must be entered for each category if the percent change for any year exceeds the district's explanation percentage range.

Object Range / Fiscal Year	First Interim Projected Year Totals (Form 01CSI, Item 6A)	Second Interim Projected Year Totals (Fund 01) (Form MYPI)	Percent Change	Change Is Outside Explanation Range
Federal Revenue (Fund 01, Objects 8100-8299) (Form MYPI, Line A2)				
Current Year (2020-21)	10,308,231.88	11,999,715.88	16.4%	Yes
1st Subsequent Year (2021-22)	3,191,624.00	6,766,797.00	112.0%	Yes
2nd Subsequent Year (2022-23)	3,191,624.00	3,243,674.00	1.6%	No

Explanation: (required if Yes)
20-21 Federal Revenue includes CARES, ESSER and 19-20 carryover budgets. Since these funds are one-time, the budgets are removed in the subsequent years.

Other State Revenue (Fund 01, Objects 8300-8599) (Form MYPI, Line A3)				
Current Year (2020-21)	3,895,130.00	3,895,130.00	0.0%	No
1st Subsequent Year (2021-22)	3,458,496.00	3,486,753.00	0.8%	No
2nd Subsequent Year (2022-23)	3,442,546.00	3,467,248.00	0.7%	No

Explanation: (required if Yes)

Other Local Revenue (Fund 01, Objects 8600-8799) (Form MYPI, Line A4)				
Current Year (2020-21)	3,382,256.00	3,587,255.07	6.1%	Yes
1st Subsequent Year (2021-22)	3,128,626.00	3,587,255.00	14.7%	Yes
2nd Subsequent Year (2022-23)	3,128,626.00	3,587,255.00	14.7%	Yes

Explanation: (required if Yes)
Revised budget to reflect RDA funds.

Books and Supplies (Fund 01, Objects 4000-4999) (Form MYPI, Line B4)				
Current Year (2020-21)	5,234,377.41	5,723,680.55	9.3%	Yes
1st Subsequent Year (2021-22)	1,728,343.00	5,026,759.00	190.8%	Yes
2nd Subsequent Year (2022-23)	810,855.00	3,849,844.00	374.8%	Yes

Explanation: (required if Yes)
Budget allocations for CARES and ESSER funds.

Services and Other Operating Expenditures (Fund 01, Objects 5000-5999) (Form MYPI, Line B5)				
Current Year (2020-21)	8,464,475.75	9,938,559.58	17.4%	Yes
1st Subsequent Year (2021-22)	7,871,241.00	8,491,497.00	7.9%	Yes
2nd Subsequent Year (2022-23)	8,151,521.00	8,671,517.00	6.4%	Yes

Explanation: (required if Yes)
Budget allocations for CARES and ESSER funds.

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

DATA ENTRY: All data are extracted or calculated.

Object Range / Fiscal Year	First Interim Projected Year Totals	Second Interim Projected Year Totals	Percent Change	Status
Total Federal, Other State, and Other Local Revenue (Section 6A)				
Current Year (2020-21)	17,585,617.88	19,482,100.95	10.8%	Not Met
1st Subsequent Year (2021-22)	9,778,746.00	13,840,805.00	41.5%	Not Met
2nd Subsequent Year (2022-23)	9,762,796.00	10,298,177.00	5.5%	Not Met
Total Books and Supplies, and Services and Other Operating Expenditures (Section 6A)				
Current Year (2020-21)	13,698,853.16	15,662,240.13	14.3%	Not Met
1st Subsequent Year (2021-22)	9,599,584.00	13,518,256.00	40.8%	Not Met
2nd Subsequent Year (2022-23)	8,962,376.00	12,521,361.00	39.7%	Not Met

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

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

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

Explanation: Federal Revenue (linked from 6A if NOT met)	20-21 Federal Revenue includes CARES, ESSER and 19-20 carryover budgets. Since these funds are one-time, the budgets are removed in the subsequent years.
Explanation: Other State Revenue (linked from 6A if NOT met)	
Explanation: Other Local Revenue (linked from 6A if NOT met)	Revised budget to reflect RDA funds.

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

Explanation: Books and Supplies (linked from 6A if NOT met)	Budget allocations for CARES and ESSER funds.
Explanation: Services and Other Exps (linked from 6A if NOT met)	Budget allocations for CARES and ESSER funds.

7. CRITERION: Facilities Maintenance

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

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

NOTE: EC Section 17070.75 requires the district to deposit into the account a minimum amount equal to or greater than three percent of the total general fund expenditures and other financing uses for that fiscal year.

DATA ENTRY: Enter the Required Minimum Contribution if First Interim data does not exist. First Interim data that exist will be extracted; otherwise, enter First Interim data into lines 1, if applicable, and 2. All other data are extracted.

		Required Minimum Contribution	Second Interim Contribution Projected Year Totals (Fund 01, Resource 8150, Objects 8900-8999)	Status
1.	OMMA/RMA Contribution	1,885,227.00	1,885,227.84	Met
2.	First Interim Contribution (information only) (Form 01CSI, First Interim, Criterion 7, Line 1)		1,815,227.84	

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 (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
District's Available Reserve Percentages (Criterion 10C, Line 9)	3.0%	3.0%	3.0%
District's Deficit Spending Standard Percentage Levels (one-third of available reserve percentage):	1.0%	1.0%	1.0%

8B. Calculating the District's Deficit Spending Percentages

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

Fiscal Year	Projected Year Totals: Net Change in Unrestricted Fund Balance (Form 01I, Section E) (Form MYPI, Line C)	Projected Year Totals: 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 (2020-21)	1,578,165.49	37,621,957.80	N/A	Met
1st Subsequent Year (2021-22)	1,887,177.71	38,263,361.29	N/A	Met
2nd Subsequent Year (2022-23)	(1,076,500.29)	40,900,147.29	2.6%	Not Met

8C. Comparison of District Deficit Spending to the Standard

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

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

Explanation: (required if NOT met)

This criteria is not met because of the COVID-19 induced recession and declining enrollment.

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 (2020-21)	2,533,646.27	Met
1st Subsequent Year (2021-22)	4,222,996.98	Met
2nd Subsequent Year (2022-23)	3,056,713.69	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 (2020-21)	57,404.00	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 $71,000 (greater of)	0	to	300
4% or $71,000 (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 (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
District Estimated P-2 ADA (Current Year, Form AI, Lines A4 and C4. Subsequent Years, Form MYPI, Line F2, if available.)	4,211	4,207	4,149
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 (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
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 (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
1. Expenditures and Other Financing Uses (Form 01I, objects 1000-7999) (Form MYPI, Line B11)	64,529,769.37	59,667,050.29	58,965,587.29
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)	64,529,769.37	59,667,050.29	58,965,587.29
4. Reserve Standard Percentage Level	3%	3%	3%
5. Reserve Standard - by Percent (Line B3 times Line B4)	1,935,893.08	1,790,011.51	1,768,967.62
6. Reserve Standard - by Amount ($71,000 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)	1,935,893.08	1,790,011.51	1,768,967.62

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 (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
1. General Fund - Stabilization Arrangements (Fund 01, Object 9750) (Form MYPI, Line E1a)	0.00	0.00	0.00
2. General Fund - Reserve for Economic Uncertainties (Fund 01, Object 9789) (Form MYPI, Line E1b)	1,947,796.00	1,790,012.00	1,768,968.00
3. General Fund - Unassigned/Unappropriated Amount (Fund 01, Object 9790) (Form MYPI, Line E1c)	1.18	0.89	0.60
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)	(0.36)	0.00	0.00
5. Special Reserve Fund - Stabilization Arrangements (Fund 17, Object 9750) (Form MYPI, Line E2a)	0.00	0.00	0.00
6. Special Reserve Fund - Reserve for Economic Uncertainties (Fund 17, Object 9789) (Form MYPI, Line E2b)	0.00	0.00	0.00
7. Special Reserve Fund - Unassigned/Unappropriated Amount (Fund 17, Object 9790) (Form MYPI, Line E2c)	0.00	0.00	0.00
8. District's Available Reserve Amount (Lines C1 thru C7)	1,947,796.82	1,790,012.89	1,768,968.60
9. District's Available Reserve Percentage (Information only) (Line 8 divided by Section 10B, Line 3)	3.02%	3.00%	3.00%
District's Reserve Standard (Section 10B, Line 7):	1,935,893.08	1,790,011.51	1,768,967.62
Status:	Met	Met	Met

10D. Comparison of District Reserve Amount to the Standard

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

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

Explanation:
(required if NOT met)

SUPPLEMENTAL INFORMATION

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

S1. Contingent Liabilities

1a. Does your district have any known or contingent liabilities (e.g., financial or program audits, litigation, state compliance reviews) that have occurred since first interim projections that may impact the budget? **No**

1b. If Yes, identify the liabilities and how they may impact the budget:

S2. Use of One-time Revenues for Ongoing Expenditures

1a. Does your district have ongoing general fund expenditures funded with one-time revenues that have changed since first interim projections by more than five percent? **No**

1b. If Yes, identify the expenditures and explain how the one-time resources will be replaced to continue funding the ongoing expenditures in the following fiscal years:

S3. Temporary Interfund Borrowings

1a. Does your district have projected temporary borrowings between funds? (Refer to Education Code Section 42603) **Yes**

1b. If Yes, identify the interfund borrowings:

Interfund borrowing exists between the general fund, the child development fund and the cafeteria fund. The General Fund my need to borrow from the Capital Facilities Fund (fund 25-18) when cash is low.

S4. Contingent Revenues

1a. Does your district have projected revenues for the current fiscal year or either of the two subsequent fiscal years contingent on reauthorization by the local government, special legislation, or other definitive act (e.g., parcel taxes, forest reserves)? **No**

1b. If Yes, identify any of these revenues that are dedicated for ongoing expenses and explain how the revenues will be replaced or expenditures reduced:

S5. Contributions

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

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

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

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

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

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

Description / Fiscal Year	First Interim (Form 01CSI, Item S5A)	Second Interim Projected Year Totals	Percent Change	Amount of Change	Status
1a. Contributions, Unrestricted General Fund (Fund 01, Resources 0000-1999, Object 8980)					
Current Year (2020-21)	(7,716,010.71)	(7,786,010.71)	0.9%	70,000.00	Met
1st Subsequent Year (2021-22)	(8,370,331.00)	(8,086,011.00)	-3.4%	(284,320.00)	Met
2nd Subsequent Year (2022-23)	(8,621,441.00)	(8,386,011.00)	-2.7%	(235,430.00)	Met
1b. Transfers In, General Fund *					
Current Year (2020-21)	0.00	0.00	0.0%	0.00	Met
1st Subsequent Year (2021-22)	0.00	0.00	0.0%	0.00	Met
2nd Subsequent Year (2022-23)	0.00	0.00	0.0%	0.00	Met
1c. Transfers Out, General Fund *					
Current Year (2020-21)	150,342.29	150,342.29	0.0%	0.00	Met
1st Subsequent Year (2021-22)	154,853.00	150,342.29	-2.9%	(4,510.71)	Met
2nd Subsequent Year (2022-23)	159,498.00	150,342.29	-5.7%	(9,155.71)	Met

1d. Capital Project Cost Overruns

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

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

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

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

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

Explanation: (required if NOT met)

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

Explanation: (required if NOT met)

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

Explanation:
(required if NOT met)

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

Project Information:
(required if YES)

S6. Long-term Commitments

Identify all existing and new multiyear commitments[1] and their annual required payment for the current fiscal year and two subsequent fiscal years.

Explain how any increase in annual payments will be funded. Also, explain how any decrease to funding sources used to pay long-term commitments will be replaced.

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

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

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

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

   b. If Yes to Item 1a, have new long-term (multiyear) commitments been incurred since first interim projections? — No

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

Type of Commitment	# of Years Remaining	SACS Fund and Object Codes Used For: Funding Sources (Revenues)	Debt Service (Expenditures)	Principal Balance as of July 1, 2020
Capital Leases	7	PNC loan	Fund 01	1,530,435
Certificates of Participation	28	Fund 49	Fund 52	31,014,715
General Obligation Bonds	33	Fund 21	Fund 51	161,703,130
Supp Early Retirement Program				
State School Building Loans				
Compensated Absences		Fund 01	Fund 01	372,720
Other Long-term Commitments (do not include OPEB):				
QZAB	2	Fund 01	Fund 01	507,260
Pension Liability		Fund 01	Fund 01	62,053,765
TOTAL:				257,182,025

Type of Commitment (continued)	Prior Year (2019-20) Annual Payment (P & I)	Current Year (2020-21) Annual Payment (P & I)	1st Subsequent Year (2021-22) Annual Payment (P & I)	2nd Subsequent Year (2022-23) Annual Payment (P & I)
Capital Leases	248,852	248,852	248,852	248,852
Certificates of Participation	3,299,331	2,664,425	2,727,082	2,786,154
General Obligation Bonds	6,322,544	6,691,744	10,754,674	11,397,042
Supp Early Retirement Program				
State School Building Loans				
Compensated Absences				
Other Long-term Commitments (continued):				
QZAB	253,630	253,630	253,630	0
Pension Liability				
Total Annual Payments:	10,124,357	9,858,651	13,984,238	14,432,048
Has total annual payment increased over prior year (2019-20)?		No	Yes	Yes

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

DATA ENTRY: Enter an explanation if Yes.

1a. Yes - Annual payments for long-term commitments have increased in one or more of the current or two subsequent fiscal years. Explain how the increase in annual payments will be funded.

Explanation: (Required if Yes to increase in total annual payments)	The increase in GO Bond annual payments will be paid by ad valorem property taxes and COPS will be paid by CFDs.

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

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

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

No

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

Explanation: (Required if Yes)	

S7. Unfunded Liabilities

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

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

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

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

   b. If Yes to Item 1a, have there been changes since first interim in OPEB liabilities? — No

   c. If Yes to Item 1a, have there been changes since first interim in OPEB contributions? — No

2. OPEB Liabilities

	First Interim (Form 01CSI, Item S7A)	Second Interim
a. Total OPEB liability	17,019,214.00	17,019,214.00
b. OPEB plan(s) fiduciary net position (if applicable)	0.00	0.00
c. Total/Net OPEB liability (Line 2a minus Line 2b)	17,019,214.00	17,019,214.00
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, 2019	Jun 30, 2019

3. OPEB Contributions

	First Interim (Form 01CSI, Item S7A)	Second Interim
a. OPEB actuarially determined contribution (ADC) if available, per actuarial valuation or Alternative Measurement Method		
Current Year (2020-21)	702,543.00	702,543.00
1st Subsequent Year (2021-22)	832,216.00	832,216.00
2nd Subsequent Year (2022-23)	966,239.00	832,216.00
b. OPEB amount contributed (for this purpose, include premiums paid to a self-insurance fund) (Funds 01-70, objects 3701-3752)		
Current Year (2020-21)	328,417.00	328,417.00
1st Subsequent Year (2021-22)	478,201.00	478,201.00
2nd Subsequent Year (2022-23)	547,024.00	547,024.00
c. Cost of OPEB benefits (equivalent of "pay-as-you-go" amount)		
Current Year (2020-21)	328,417.00	328,417.00
1st Subsequent Year (2021-22)	478,201.00	478,201.00
2nd Subsequent Year (2022-23)	547,024.00	547,024.00
d. Number of retirees receiving OPEB benefits		
Current Year (2020-21)	35	35
1st Subsequent Year (2021-22)	35	35
2nd Subsequent Year (2022-23)	35	35

4. Comments:

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

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

1. a. Does your district operate any self-insurance programs such as workers' compensation, employee health and welfare, or property and liability? (Do not include OPEB; which is covered in Section S7A) (If No, skip items 1b-4)

   No

   b. If Yes to item 1a, have there been changes since first interim in self-insurance liabilities?

   n/a

   c. If Yes to item 1a, have there been changes since first interim in self-insurance contributions?

   n/a

2. Self-Insurance Liabilities

	First Interim (Form 01CSI, Item S7B)	Second Interim
a. Accrued liability for self-insurance programs		
b. Unfunded liability for self-insurance programs		

3. Self-Insurance Contributions

	First Interim (Form 01CSI, Item S7B)	Second Interim
a. Required contribution (funding) for self-insurance programs		
Current Year (2020-21)		
1st Subsequent Year (2021-22)		
2nd Subsequent Year (2022-23)		
b. Amount contributed (funded) for self-insurance programs		
Current Year (2020-21)		
1st Subsequent Year (2021-22)		
2nd Subsequent Year (2022-23)		

4. Comments:

S8. Status of Labor Agreements

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

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

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

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

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

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

Status of Certificated Labor Agreements as of the Previous Reporting Period
Were all certificated labor negotiations settled as of first interim projections? 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) (2019-20)	Current Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
Number of certificated (non-management) full-time-equivalent (FTE) positions	251.7	235.0	227.0	227.0

1a. Have any salary and benefit negotiations been settled since first interim projections? No

If Yes, and the corresponding public disclosure documents have been filed with the COE, complete questions 2 and 3.
If Yes, and the corresponding public disclosure documents have not been filed with the COE, complete questions 2-5.
If No, complete questions 6 and 7.

1b. Are any salary and benefit negotiations still unsettled? Yes
If Yes, complete questions 6 and 7.

Negotiations Settled Since First Interim Projections

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

2b. Per Government Code Section 3547.5(b), was the collective bargaining agreement certified by the district superintendent and chief business official?
If Yes, date of Superintendent and CBO certification:

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

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

5. Salary settlement:

	Current Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
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:

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Negotiations Not Settled

6. Cost of a one percent increase in salary and statutory benefits	252,500	

	Current Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
7. Amount included for any tentative salary schedule increases	0	0	0

Certificated (Non-management) Health and Welfare (H&W) Benefits	Current Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
1. Are costs of H&W benefit changes included in the interim and MYPs?	Yes	Yes	Yes
2. Total cost of H&W benefits	2,232,500	2,156,500	2,156,500
3. Percent of H&W cost paid by employer	Varies	Varies	Varies
4. Percent projected change in H&W cost over prior year	0.0%	0.0%	0.0%

Certificated (Non-management) Prior Year Settlements Negotiated Since First Interim Projections

Are any new costs negotiated since first interim projections for prior year settlements included in the interim?	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 (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
1. Are step & column adjustments included in the interim and MYPs?	Yes	Yes	Yes
2. Cost of step & column adjustments	505,000	515,100	525,402
3. Percent change in step & column over prior year	2.0%	2.0%	2.0%

Certificated (Non-management) Attrition (layoffs and retirements)	Current Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
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 first interim projections and the cost impact of each change (i.e., class size, hours of employment, leave of absence, bonuses, etc.):

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

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

Status of Classified Labor Agreements as of the Previous Reporting Period

Were all classified labor negotiations settled as of first interim projections? No

If Yes, complete number of FTEs, then skip to section S8C.
If No, continue with section S8B.

Classified (Non-management) Salary and Benefit Negotiations

	Prior Year (2nd Interim) (2019-20)	Current Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
Number of classified (non-management) FTE positions	220.6	207.0	207.0	207.0

1a. Have any salary and benefit negotiations been settled since first interim projections? No

If Yes, and the corresponding public disclosure documents have been filed with the COE, complete questions 2 and 3.
If Yes, and the corresponding public disclosure documents have not been filed with the COE, complete questions 2-5.
If No, complete questions 6 and 7.

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

If Yes, complete questions 6 and 7.

Negotiations Settled Since First Interim Projections

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

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

If Yes, date of Superintendent and CBO certification:

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

If Yes, date of budget revision board adoption:

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

5. Salary settlement:

	Current Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
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 121,100

	Current Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
7. Amount included for any tentative salary schedule increases	0	0	0

120

Classified (Non-management) Health and Welfare (H&W) Benefits	Current Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
1. Are costs of H&W benefit changes included in the interim and MYPs?	Yes	Yes	Yes
2. Total cost of H&W benefits	1,966,500	1,966,500	1,966,500
3. Percent of H&W cost paid by employer	Varies	Varies	Varies
4. Percent projected change in H&W cost over prior year	0.0%	0.0%	0.0%

Classified (Non-management) Prior Year Settlements Negotiated Since First Interim

Are any new costs negotiated since first interim 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 (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
1. Are step & column adjustments included in the interim and MYPs?	Yes	Yes	Yes
2. Cost of step & column adjustments	242,200	242,200	242,200
3. Percent change in step & column over prior year	2.0%	2.0%	2.0%

Classified (Non-management) Attrition (layoffs and retirements)	Current Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
1. Are savings from attrition included in the interim and MYPs?	Yes	Yes	Yes
2. Are additional H&W benefits for those laid-off or retired employees included in the interim and MYPs?	Yes	Yes	Yes

Classified (Non-management) - Other

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

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

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

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

Were all managerial/confidential labor negotiations settled as of first interim projections? No

If Yes or n/a, complete number of FTEs, then skip to S9.
If No, continue with section S8C.

Management/Supervisor/Confidential Salary and Benefit Negotiations

	Prior Year (2nd Interim) (2019-20)	Current Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
Number of management, supervisor, and confidential FTE positions	32.0	31.0	31.0	31.0

1a. Have any salary and benefit negotiations been settled since first interim projections? No

If Yes, complete question 2.
If No, complete questions 3 and 4.

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

If Yes, complete questions 3 and 4.

Negotiations Settled Since First Interim Projections

2. Salary settlement:	Current Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
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

		Current Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
3.	Cost of a one percent increase in salary and statutory benefits	61,062		
4.	Amount included for any tentative salary schedule increases	0	0	0

Management/Supervisor/Confidential Health and Welfare (H&W) Benefits	Current Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
1. Are costs of H&W benefit changes included in the interim and MYPs?	Yes	Yes	Yes
2. Total cost of H&W benefits	294,500	294,500	294,500
3. Percent of H&W cost paid by employer	Varies	Varies	Varies
4. Percent projected change in H&W cost over prior year	0.0%	0.0%	0.0%

Management/Supervisor/Confidential Step and Column Adjustments	Current Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
1. Are step & column adjustments included in the interim and MYPs?	Yes	Yes	Yes
2. Cost of step & column adjustments	122,124	122,124	122,124
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 (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
1. Are costs of other benefits included in the interim and MYPs?	No	No	No
2. Total cost of other benefits	0	0	0
3. Percent change in cost of other benefits over prior year			

S9. Status of Other Funds

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

S9A. Identification of Other Funds with Negative Ending Fund Balances

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

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

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

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

ADDITIONAL FISCAL INDICATORS

The following fiscal indicators are designed to provide additional data for reviewing agencies. A "Yes" answer to any single indicator does not necessarily suggest a cause for concern, but may alert the reviewing agency to the need for additional review.

DATA ENTRY: Click the appropriate Yes or No button for items A2 through A9; Item A1 is automatically completed based on data from Criterion 9.

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

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

Comments:
(optional)

End of School District Second Interim Criteria and Standards Review

SAN YSIDRO ELEMENTARY **2020-21 CASHFLOW**

UPDATE DATE	ACTUALS TO MONTH OF	LEA #	BUSINESS UNIT	BUSINESS ADVISOR
2/23/2021	JANUARY	68379	03300	N. Schuff

District's authorizing signature

		CHART			BEGINNING BALANCE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	TOTAL July - June 30th
				LCFF SOURCES														
1.1	S	8011		LCFF	$	1,197,624	$ 1,197,624	$ 2,155,722	$ 2,155,722	$ 2,155,722	$ 2,155,722	$ 2,155,722	$ 1,475,768	$ 1,475,768	$ 1,475,768	$ 1,475,768	$ 3,168,573	$ 22,245,503
1.2	S	8021-8046		Property Taxes	$	124,461	$ 311,482	$ 274,654	$ 425,678	$ 1,223,976	$ 6,328,460	$ 3,238,457	$ 531,965	$ 531,965	$ 5,472,855	$ 2,447,039	$ 367,606	$ 21,278,597
1.3	S	8012		EPA	$	-	$ -	$ 217,994	$ (496,132)	$ -	$ 217,993	$ 684,896	$ -	$ 257,760	$ -	$ -	$ 148,528	$ 1,031,038
1.4	S	8047		RDA Residual Balance & CRD	$	15,871	$ -	$ -	$ -	$ -	$ -	$ 502,589	$ -	$ -	$ -	$ -	$ 646,235	$ 1,164,695
1.5	S	8096		Charter In Lieu Taxes	$	-	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
1.6	S	8097		Special Education - Prop Tax Transfer	$	-	$ 12,880	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 63,275	$ -	$ 179,313	$ 255,468
1.7	A	Multiple		Other Revenue Sources	$	-	$ -	$ -	$ 152,848	$ -	$ -	$ -	$ -	$ 29,185	$ 51,959	$ -	$ (81,144)	$ 152,848
		8000-8099		TOTAL LCFF SOURCES	$	1,337,956	$ 1,521,986	$ 2,648,370	$ 2,238,116	$ 3,379,698	$ 8,702,175	$ 6,581,664	$ 2,007,733	$ 2,294,678	$ 7,063,857	$ 3,922,807	$ 4,429,110	$ 46,126,149
				FEDERAL REVENUE														
2.1	A	8110		Impact Aid	$	-	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2.2	S	8181&8182		Special Education	$	-	$ -	$ -	$ -	$ -	$ -	$ (250,499)	$ -	$ -	$ -	$ -	$ -	$ (250,499)
2.3	S/A	8285	9068	Assets - Pass Through	$	-	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2.4	S	8290	3010&3025	Title I - Fed Cash Mgmt System	$	-	$ -	$ -	$ 434,035	$ -	$ 750,511	$ 241,905	$ -	$ 510,923	$ -	$ -	$ 510,923	$ 2,448,297
2.5	S	8290	4035	Title II - Fed Cash Mgmt System	$	-	$ -	$ -	$ 50,965	$ -	$ -	$ 148,977	$ -	$ 93,264	$ -	$ -	$ 93,264	$ 386,470
2.6	S	8290	4201&4203	Title III - Fed Cash Mgmt System	$	-	$ -	$ -	$ 67,579	$ -	$ -	$ 159,230	$ -	$ -	$ -	$ -	$ 135,255	$ 497,319
2.7	A	Multiple		Other Federal	$	-	$ -	$ 4,530,284	$ 110,857	$ -	$ 72,567	$ 453,770	$ 1,121	$ 45,888	$ 7,254	$ 390,733	$ 505,654	$ 6,118,128
2.8	M	Multiple	LLMF	Other Federal (Learning Loss Mitigation Funds)	$	-	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,170,000	$ -	$ 1,170,000
		8100-8299		TOTAL FEDERAL REVENUE	$	-	$ -	$ 4,530,284	$ 663,437	$ -	$ 823,078	$ 753,383	$ 1,121	$ 785,329	$ 7,254	$ 1,560,733	$ 1,245,095	$ 10,368,715
				OTHER STATE REVENUE														
3.1	S	8311	6500&6510	PA Sp Ed (SDUSD, Poway & Infant)	$	-	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
3.2	M	8311-8319		PA Recomputations CY & PY	$	-	$ -	$ -	$ -	$ -	$ -	$ -	$ -					$ -
3.3	S	8550		Mandate Block	$	-	$ -	$ -	$ 135,247	$ -	$ -	$ -	$ -	$ -	$ -	$ 8	$ 135,255	
3.4	S	8560		Lottery	$	-	$ -	$ -	$ 89,443	$ -	$ -	$ 88,989	$ -	$ -	$ 209,090	$ -	$ 209,090	$ 598,612
3.5	O	8590	7690	STRS On-Behalf - Revenue	$	-	$ -	$ -	$ -	$ -	$ -	$ -					$ 1,670,000	$ 1,670,000
3.6	A	Multiple		Other State	$	-	$ -	$ 399,121	$ 785,957	$ -	$ -	$ -	$ 6,254	$ -	$ 12,677	$ -	$ 8,791	$ 1,212,799
3.7	M	Multiple	LLMF	Other Local (Learning Loss Mitigation Funds)	$	-	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		8300-8599		TOTAL OTHER STATE REVENUE	$	-	$ -	$ 399,121	$ 1,010,647	$ -	$ -	$ 88,989	$ 6,254	$ -	$ 221,767	$ -	$ 1,887,889	$ 3,614,666
				OTHER LOCAL REVENUE														
4.1	S	8792	SPED	PA Special Education - Pass Through	$	106,889	$ 109,205	$ 194,485	$ 194,485	$ 194,485	$ 194,485	$ (9,818)	$ 205,245	$ 205,245	$ 205,245	$ 205,245	$ 205,245	$ 2,010,440
4.2	A	Multiple		Other Local	$	5,951	$ -	$ -	$ 255,412	$ 6,209	$ 273	$ 255,957	$ 32,591	$ 155,248	$ 43,640	$ 214,940	$ 1,081,506	
		8500-8799		TOTAL OTHER LOCAL REVENUE	$	112,840	$ 109,205	$ 194,485	$ 449,897	$ 200,694	$ 194,758	$ 246,139	$ 237,835	$ 360,493	$ 248,885	$ 420,185	$ 3,091,946	
				OTHER FINANCING SOURCES														
5.1	A	8900-8998		Transfers In & Other Sources	$	-	$ -	$ 221,212	$ 568,254	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 789,466
		8900-8998		TOTAL OTHER FINANCING SOURCES	$	-	$ -	$ 221,212	$ 568,254	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 789,466
		8000-8998		TOTAL REVENUE	$	1,450,796	$ 1,631,191	$ 7,993,472	$ 4,930,350	$ 3,580,392	$ 9,720,011	$ 7,670,175	$ 2,331,637	$ 3,317,842	$ 7,653,371	$ 5,732,425	$ 7,982,279	$ 63,993,941
				SALARIES & BENEFITS														
6.1	A	1000-1999		Certificated	$	1,849,988	$ 1,841,430	$ 2,075,104	$ 1,945,488	$ 1,937,765	$ 1,897,950	$ 1,978,526	$ 1,983,562	$ 2,006,376	$ 2,010,255	$ 2,034,060	$ 2,078,058	$ 23,638,561
6.2	A	2000-2999		Classified	$	896,605	$ 888,802	$ 1,014,579	$ 911,462	$ 900,140	$ 875,879	$ 957,538	$ 843,953	$ 850,367	$ 859,569	$ 864,051	$ 980,283	$ 10,843,229
6.3	A	3000-3999		Benefits	$	975,968	$ 974,749	$ 1,026,559	$ 1,000,018	$ 994,460	$ 986,485	$ 1,062,139	$ 803,407	$ 770,669	$ 779,080	$ 772,709	$ 1,240,807	$ 11,387,047
6.4	O	3101-3112	7690	STRS On-Behalf - Expense	$	-	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,670,000	$ 1,670,000
6.5	M	1000-3999	LLMF	Salaries & Benefits (Learning Loss Mitigation Funds)	$	-	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		1000-3999		TOTAL SALARIES & BENEFITS	$	3,722,561	$ 3,704,980	$ 4,116,242	$ 3,856,968	$ 3,832,365	$ 3,760,313	$ 3,998,203	$ 3,630,922	$ 3,627,412	$ 3,648,904	$ 3,670,820	$ 5,969,148	$ 47,538,838
				OTHER EXPENDITURES														
7.1	A	4000-4999		Supplies	$	62,758	$ 223,652	$ 286,518	$ 668,822	$ 228,760	$ 126,143	$ 85,685	$ 239,519	$ 201,024	$ 626,246	$ 334,781	$ 840,801	$ 3,924,711
7.2	A	5500-5599		Utilities	$	-	$ 85,941	$ 130,286	$ 90,686	$ 92,979	$ 56,077	$ 55,016	$ 29,647	$ 77,177	$ 73,657	$ 99,046	$ 71,520	$ 862,032
7.3	A	5000-5999		Other Services (Excl Utilities)	$	1,117,767	$ 515,798	$ 322,936	$ 632,353	$ 391,774	$ 964,314	$ 749,446	$ 789,777	$ 633,132	$ 554,431	$ 726,660	$ 879,350	$ 8,277,737
7.4	A	6000-6999		Capital	$	-	$ -	$ 18,946	$ 4,907	$ 4,171	$ -	$ 11,399	$ 2,206	$ 7,339	$ 891	$ 7,306	$ 38,954	$ 96,120
7.5	O	7200-7299		Pass Through Revenues	$	-	$ -	$ -	$ -	$ -	$ -	$ -					$ -	$ -
7.6	A	7000-7998		Transfers Out, Other Uses & Outgo	$	-	$ -	$ 350,000	$ 253,630	$ -	$ -	$ 124,416	$ 52,080	$ 131,618	$ 421	$ 28,604	$ (32,528)	$ 908,241
7.7	M	4000-7999	LLMF	Other Expenditures (Learning Loss Mitigation Funds)	$	-	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		4000-7998		TOTAL OTHER EXPENDITURES	$	1,180,525	$ 825,391	$ 1,108,686	$ 1,650,399	$ 717,684	$ 1,146,534	$ 1,025,962	$ 1,113,230	$ 1,050,290	$ 1,255,846	$ 1,196,398	$ 1,798,097	$ 14,068,842
		1000-7998		TOTAL EXPENDITURES	$	4,903,088	$ 4,530,371	$ 5,224,928	$ 5,507,367	$ 4,550,049	$ 4,906,847	$ 5,024,165	$ 4,744,151	$ 4,677,702	$ 4,904,550	$ 4,867,218	$ 7,767,245	$ 61,607,879
				ASSETS	*Beginning Bal*													*Ending Balance*
8.1	NP	9111-9199		Other Cash Equivalents	$ (947,350)	$ -	$ -	$ -	$ -	$ -	$ -	$ -						$ (947,350)
8.2	NP	9200-9299		Receivables (Excl Deferrals)	$ (2,738,470)	$ (1,751,445)	$ -	$ -	$ 3,813,765	$ -	$ -	$ 676,150						$ -
8.3	NP	9300-9319		Temporary Loans / Due From	$ (821,344)	$ -	$ -	$ (60,000)	$ 60,000	$ -	$ (300,000)	$ (70,000)						$ (1,191,344)
8.4	NP	9320-9499		Other Assets	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -						$ -
8.5	M	92XX		Deferrals (Excl Ad & PY Recom p)	$ (1,751,445)	$ 1,751,445	$ -	$ -	$ -	$ -	$ -	$ -	$ (811,425)	$ (1,255,212)	$ (1,271,014)	$ (1,276,393)	$ (3,373,818)	$ (7,987,861)
		9111-9199		TOTAL ASSETS (excluding cash 9110)	$ (6,258,610)	$ -	$ -	$ (60,000)	$ 3,873,765	$ -	$ (300,000)	$ 606,150	$ (811,425)	$ (1,255,212)	$ (1,271,014)	$ (1,276,393)	$ (3,373,818)	$ (10,126,556)
				CURRENT LIABILITIES	*Beginning Bal*													*Ending Balance*
9.1	NP	9500-9599		Payables	$ 3,348,981	$ 454,454	$ 157,592	$ (327,303)	$ 467,629	$ (173,972)	$ (71,094)	$ (418,007)						$ 3,438,279
9.2	NP	9600-9659		Unearned Revenue	$ 451,111	$ -	$ -	$ -	$ -	$ -	$ -	$ (451,111)						$ -
9.3	M			Deferrals (EPA Recover)	$ 496,132	$ (496,132)	$ -	$ -	$ -	$ -	$ -	$ -						$ -
		9500-9659		TOTAL CURRENT LIABILITIES	$ 4,296,224	$ (41,678)	$ 157,592	$ (327,303)	$ 467,629	$ (173,972)	$ (71,094)	$ (869,118)	$ -	$ -	$ -	$ -	$ -	$ 3,438,279
				OTHER ACTIVITY														*Ending Balance*
1	NP	9793		Audit Adjustments	$ -	$ -	$ -	$ (221,212)	$ -	$ -	$ -	$ -						$ (221,212)

2/23/2021 JANUARY 68379 03300 N. Schuff District's authorizing signature

				JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	TOTAL July - June 30th
		CHART	BEGINNING BALANCE:	2,641,100	$ 5,088,348	$ 1,656,371	$ 5,845,779	$ 5,923,079	$ 3,881,886	$ 4,766,162	$ 5,188,577	$ 4,964,637	$ 1,817,600	$ 827,373	$ 916,187	
10.2	NP	9795	Other Restatements													
10.3	NP	7999	Expense Suspense	(546,264)	(118,996)	(49,513)	$ 708,261	$ (92,505)	(94,950)	$ 194,003						36
10.4	NP	8999	Revenue Suspense	1,691,554	25,764	$ 1,920,849	$ (3,970,499)	$ 334,574	$ 233,588	$ (263,121)						(27,291)
10.5	NP	9910	Payroll Suspense	45,925	$ 64,326	99,553	$ 53,983	$ 84,343	$ 66,934	65,836						$ 480,900
10.6	NP		Treasury Reconciling Items	$ -	$ (350,000)	$ 333,144	$ (53,144)		$ 845	$ 42,655						$ (26,500)
		9111-9499	TOTAL	$ 1,191,216	$ (378,906)	$ 2,082,820	$ (3,261,398)	$ 326,412	$ 206,417	$ 39,373	$ -	$ -	$			$ 205,933
			ENDING BALANCE SUBTOTAL Prior to Borrowing	$ (2,939,747)	$ (5,748,759)	$ (1,321,525)	$ (667,524)	$ (686,443)	$ 6,502,278	$ 7,160,482	$ (1,063,457)	$ (146,564)	$ 3,267,314	$ (111,907)	$ (5,070,691)	$ (4,733,076)
		BORROWING ACTIVITY	Beginning Bal												Ending Balance	
11.1	M	9640	TRAN / TTF Principal Amounts		$ 8,000,000	$ -	$			2,000,000	$ -	$ 3,000,000		500,000	$ 2,300,000	$ 15,800,000
11.2	M	8660	TRAN / TTF Premium													
11.3	M	5800	TRAN / TTF Issuance Cost & Interest													
11.4	M	9135&9640	TRAN / TTF Repayment			(311,482)	$ (274,654)	$ (425,678)	(1,223,976)	$ (5,764,210)	(2,000,000)		(531,965)	$ (2,468,035)		(13,000,000)
11.5	M	9600-9619	Temporary Loans / Due To	3,278,095	$ (3,250,000)		$									28,095
11.6	M	9629-9649	Other Liabilities (Excluding TRANs)	$	$ -	$ -	$ -	$ -	$ -	$ -	$ -					
			TOTAL BORROWING ACTIVITY	$ 3,278,095	$ 4,750,000	$ (311,482)	$ (274,654)	$ (425,678)	$ (1,223,976)	$ (3,764,210)	$ (2,000,000)	$ 3,000,000	$ (531,965)	$ (2,468,035)	$ 500,000	$ 2,300,000	$ 2,928,095
			TOTAL BEGINNING BALANCES (Excluding 9110) Prior Year Transactions	$ 1,315,709												1,315,709
			ENDING CASH BALANCE	9110	$ 5,088,348	$ 1,656,371	$ 5,845,779	$ 5,923,079	$ 3,881,886	$ 4,766,162	$ 5,188,577	$ 4,964,637	$ 1,817,600	$ 827,373	$ 916,187	$ 57,404	$ 57,404

SAN YSIDRO ELEMENTARY — 2021-22 CASHFLOW

UPDATE DATE	ACTUALS TO MONTH OF:	LEA ID	BUSINESS UNIT	BUSINESS ADVISOR
2/23/2021	JANUARY	68379	03300	N. Schuff

District's authorizing signature

		CHART		JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER (NEGATIVE END BAL - see detail below)	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	TOTAL July - June 30th
			BEGINNING BALANCE:	$ 57,404	$ 329,383	$ (1,892,300)	$ (1,270,924)	$ (1,725,217)	$ (1,483,220)	$ 5,638,976	$ 7,661,790	$ 5,493,777	$ 3,193,314	$ 5,590,000	$ 5,006,214	
			LCFF SOURCES													
1.1	S	8011	LCFF	$ 1,192,382	$ 1,192,382	$ 2,146,287	$ 2,146,287	$ 2,146,287	$ 2,146,287	$ 2,146,287	$ 2,146,287	$ 2,146,287	$ 2,146,287	$ 2,146,287	$ 2,146,287	$ 23,847,631
1.2	S	8021-8046	Property Taxes	$ 74,475	$ 423,444	$ 65,964	$ 293,645	$ 831,993	$ 6,826,174	$ 3,247,114	$ 531,965	$ 531,965	$ 5,472,855	$ 2,447,039	$ 531,965	$ 21,278,597
1.3	S	8012	EPA	$ -	$ -	$ 210,358	$ -	$ -	$ 210,358	$ -	$ -	$ 210,358	$ -	$ -	$ 210,358	$ 841,430
1.4	S	8047	RDA Residual Balance & CRD	$ -	$ -	$ -	$ -	$ -	$ -	$ 646,235	$ -	$ -	$ -	$ -	$ 646,235	$ 1,292,470
1.5	S	8096	Charter In Lieu Taxes	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
1.6	S	8097	Special Education - Prop Tax Transfer	$ -	$ -	$ -	$ -	$ 63,867	$ -	$ -	$ -	$ 63,867	$ -	$ -	$ 63,867	$ 191,601
1.7	A	Multiple	Other Revenue Sources	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		8000-8099	TOTAL LCFF SOURCES	$ 1,266,857	$ 1,615,826	$ 2,422,608	$ 2,439,931	$ 3,042,147	$ 9,182,818	$ 6,039,636	$ 2,678,252	$ 2,952,476	$ 7,619,142	$ 4,593,325	$ 3,598,711	$ 47,451,729
			FEDERAL REVENUE													
2.1	A	8110	Impact Aid	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2.2	S	8181&8182	Special Education	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2.3	S/A	8285 0068	Assets - Pass Through	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2.4	S	8290 3010&3025	Title I - Fed Cash Mgmt System	$ -	$ -	$ 342,000	$ -	$ -	$ 342,000	$ -	$ -	$ 342,000	$ -	$ -	$ 342,000	$ 1,368,000
2.5	S	8290 4035	Title II - Fed Cash Mgmt System	$ -	$ -	$ 46,250	$ -	$ -	$ 46,250	$ -	$ -	$ 46,250	$ -	$ -	$ 46,250	$ 185,000
2.6	S	8290 4201&4203	Title III - Fed Cash Mgmt System	$ -	$ -	$ 67,610	$ -	$ -	$ 67,610	$ -	$ -	$ 67,610	$ -	$ -	$ 67,610	$ 270,440
2.7	A	Multiple	Other Federal	$ -	$ 137,043	$ 289,000	$ 210,694	$ 141,308	$ 503,610	$ 387,108	$ 2,469	$ 101,103	$ 15,983	$ 860,886	$ 1,114,085	$ 3,763,291
		8100-8299	TOTAL FEDERAL REVENUE	$ -	$ 137,043	$ 744,860	$ 210,694	$ 141,308	$ 959,470	$ 387,108	$ 2,469	$ 556,963	$ 15,983	$ 860,886	$ 1,569,945	$ 5,586,731
			OTHER STATE REVENUE													
3.1	S	8311-8319 6500&6510	PA Sp. Ed. (SDUSD, Poway & Infant)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
3.2	M	8311-8319	PA Recomputations CY & PY	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
3.3	S	8550	Mandate Block	$ -	$ -	$ -	$ -	$ 120,093	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 120,093
3.4	S	8560	Lottery	$ -	$ -	$ -	$ -	$ -	$ -	$ 185,652	$ -	$ -	$ 185,652	$ -	$ 185,652	$ 556,955
3.5	O	8590 7690	STRS On-Behalf - Revenue	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,670,000	$ 1,670,000
3.6	A	Multiple	Other State	$ -	$ 26,734	$ 37,933	$ 46,812	$ 145,057	$ (12,294)	$ 125,239	$ 87,182	$ -	$ 176,723	$ -	$ 122,554	$ 755,940
		8300-8599	TOTAL OTHER STATE REVENUE	$ -	$ 26,734	$ 37,933	$ 46,812	$ 265,150	$ (12,294)	$ 310,891	$ 87,182	$ -	$ 362,375	$ -	$ 1,978,206	$ 3,102,989
			OTHER LOCAL REVENUE													
4.1	S	8792 SPED	PA Special Education - Pass Through	$ 105,474	$ 105,474	$ 189,854	$ 189,854	$ 189,854	$ 189,854	$ 189,854	$ 189,854	$ 189,854	$ 189,854	$ 189,854	$ 189,854	$ 2,109,486
4.2	A	Multiple	Other Local	$ (31,103)	$ 17,505	$ 52,634	$ 51,592	$ 43,848	$ 98,653	$ 84,340	$ 125,848	$ 36,856	$ 175,565	$ 49,351	$ 243,069	$ 948,158
		8600-8799	TOTAL OTHER LOCAL REVENUE	$ 74,372	$ 122,979	$ 242,487	$ 241,446	$ 233,702	$ 288,507	$ 274,194	$ 315,702	$ 226,709	$ 365,419	$ 239,205	$ 432,923	$ 3,057,644
			OTHER FINANCING SOURCES													
5.1	A	8900-8998	Transfers In & Other Sources	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		8900-8998	TOTAL OTHER FINANCING SOURCES	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		8000-8998	TOTAL REVENUE	$ 1,341,228	$ 1,902,582	$ 3,447,888	$ 2,938,884	$ 3,682,307	$ 10,418,502	$ 7,011,829	$ 3,083,604	$ 3,736,148	$ 8,362,919	$ 5,693,417	$ 7,579,785	$ 59,199,094
			SALARIES & BENEFITS													
6.1	A	1000-1999	Certificated	$ 1,832,212	$ 1,876,868	$ 2,386,006	$ 1,797,814	$ 1,922,318	$ 1,917,985	$ 1,922,302	$ 1,910,211	$ 1,932,181	$ 1,935,917	$ 1,958,842	$ 2,001,213	$ 23,393,869
6.2	A	2000-2999	Classified	$ 736,677	$ 778,303	$ 863,471	$ 757,673	$ 780,971	$ 756,085	$ 759,082	$ 765,281	$ 771,097	$ 779,441	$ 783,505	$ 888,902	$ 9,420,487
6.3	A	3000-3999	Benefits	$ 752,845	$ 744,253	$ 791,867	$ 742,079	$ 736,598	$ 749,492	$ 739,351	$ 771,142	$ 739,718	$ 747,791	$ 741,676	$ 1,190,975	$ 9,447,789
6.4	O	3101-3112 7690	STRS On-Behalf - Expense												$ 1,670,000	$ 1,670,000
		1000-3999	TOTAL SALARIES & BENEFITS	$ 3,321,733	$ 3,399,424	$ 4,041,344	$ 3,297,566	$ 3,439,888	$ 3,423,562	$ 3,420,736	$ 3,446,633	$ 3,442,996	$ 3,463,150	$ 3,484,024	$ 5,751,090	$ 43,932,145
			OTHER EXPENDITURES													
7.1	A	4000-4999	Supplies	$ 67,268	$ 646,982	$ 683,354	$ 634,434	$ 325,910	$ 187,371	$ 321,078	$ 210,355	$ 176,547	$ 198,698	$ 294,018	$ 1,353,192	$ 5,099,206
7.2	A	5500-5599	Utilities	$ 41,457	$ 118,912	$ 78,777	$ 148,550	$ 52,255	$ 92,574	$ 109,516	$ 27,569	$ 71,768	$ 68,494	$ 92,104	$ 66,508	$ 968,485
7.3	A	5000-5999	Other Services (Excl. Utilities)	$ 348,327	$ 544,244	$ 668,049	$ 544,633	$ 429,939	$ 413,446	$ 1,123,047	$ 413,956	$ 535,119	$ 468,601	$ 614,168	$ 996,777	$ 7,100,305
7.4	A	6000-6999	Capital	$ 7	$ 40	$ 24	$ 38,805	$ 235	$ 4,585	$ 11,826	$ 1,839	$ 6,119	$ 743	$ 6,091	$ 32,477	$ 102,789
7.5	O	7200-7299	Pass Through Revenues													$ -
7.6	A	7000-7998	Transfers Out, Other Uses & Outgo	$ -	$ 26,782	$ 52,739	$ (15,598)	$ 3,508	$ 18,554	$ 2,813	$ 23,610	$ 59,667	$ 191	$ 12,967	$ (14,746)	$ 170,486
		4000-7998	TOTAL OTHER EXPENDITURES	$ 457,058	$ 1,336,959	$ 1,482,942	$ 1,350,824	$ 811,847	$ 716,530	$ 1,568,280	$ 677,329	$ 849,219	$ 736,727	$ 1,019,348	$ 2,434,207	$ 13,441,271
		1000-7998	TOTAL EXPENDITURES	$ 3,778,792	$ 4,736,384	$ 5,524,287	$ 4,648,389	$ 4,251,734	$ 4,140,092	$ 4,989,015	$ 4,123,962	$ 4,292,215	$ 4,199,877	$ 4,503,372	$ 8,185,297	$ 57,373,416
			ASSETS	Beginning Bal												Ending Balance
8.1	NP	9111-9199	Other Cash Equivalents	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8.2	NP	9200-9299	Receivables	$ (2,602,684)	$ -	$ -	$ 1,758,898	$ -	$ 843,786	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8.3	NP	9300-9319	Temporary Loans / Due From	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8.4	NP	9320-9499	Other Assets	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8.5	M	92XX	Deferrals (Excl. Adj. & PY Recomp.)	$ (7,186,661)	$ 3,373,818	$ 1,276,393	$ 1,271,014	$ 1,255,212	$ 811,425	$ -	$ -	$ (1,127,655)	$ (1,744,396)	$ (1,766,356)	$ (1,773,832)	$ (2,336,141)	$ (7,947,179)
		9111-9499	TOTAL ASSETS (excluding cash 9110)	$ (9,789,345)	$ 3,373,818	$ 1,276,393	$ 3,029,912	$ 1,255,212	$ 811,425	$ 843,786	$ -	$ (1,127,655)	$ (1,744,396)	$ (1,766,356)	$ (1,773,832)	$ (2,336,141)	$ (7,947,179)
			CURRENT LIABILITIES	Beginning Bal												Ending Balance
	9	9500-9699	Payables	$ 1,660,687	$ (664,275)	$ (664,275)	$ (332,137)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (0)
		9700-9859	Unearned Revenue	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		9500-9859	TOTAL CURRENT LIABILITIES	$ 1,660,687	$ (664,275)	$ (664,275)	$ (332,137)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (0)
			OTHER ACTIVITY	Beginning Bal												Ending Balance

SAN YSIDRO ELEMENTARY **2021-22 CASHFLOW**

UPDATE DATE	ACTUALS TO MONTH OF	LEAD	BUSINESS UNIT	BUSINESS ADVISOR
2/23/2021	JANUARY	68379	03300	N. Schuff

District's authorizing signature

	CHART		JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER (NEGATIVE END BAL - see detail below)	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	TOTAL July - June 30th
		BEGINNING BALANCE:	$ 57,404	$ 329,383	$ (1,892,300)	$ (1,270,924)	$ (1,725,217)	$ (1,483,220)	$ 5,638,976	$ 7,661,790	$ 5,493,777	$ 3,193,314	$ 5,590,000	$ 5,006,214	
10 1 NP	9793	Audit Adjustments	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10 2 NP	9795	Other Restatements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10 3 NP	7999	Expense Suspense		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10 4 NP	8999	Revenue Suspense		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10 5 NP	9910	Payroll Suspense		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10 6 NP	Multiple	Treasury Reconciling Items														$ -
	9111-9429	TOTAL OTHER ACTIVITY	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		ENDING BALANCE SUBTOTAL Prior to Borrowing	$ 329,383	$ (1,892,300)	$ (1,270,924)	$ (1,725,217)	$ (1,483,220)	$ 5,638,976	$ 7,661,790	$ 5,493,777	$ 3,193,314	$ 5,590,000	$ 5,006,214	$ 2,064,561	$ (6,064,098)
	BORROWING ACTIVITY		Beginning Bal												Ending Balance
11 1 M	9640	TRAN / TTF Principal Amounts	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11 2 M	8660	TRAN / TTF Premium		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11 3 M	5800	TRAN / TTF Issuance Cost & Interest		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11 4 M	9135&9640	TRAN / TTF Repayment	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11 5 M	9600-9619	Temporary Loans / Due To	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11 6 M	9629-9649	Other Liabilities (Excluding TRANs)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		TOTAL BORROWING ACTIVITY	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		TOTAL BEGINNING BALANCES (Excluding 9110) Prior Year Transactions	$ (8,128,659)												$	(8,128,659)
		ENDING CASH BALANCE 9110	$ 329,383	$ (1,892,300)	$ (1,270,924)	$ (1,725,217)	$ (1,483,220)	$ 5,638,976	$ 7,661,790	$ 5,493,777	$ 3,193,314	$ 5,590,000	$ 5,006,214	$ 2,064,561	$	2,064,561

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: March 11, 2021

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: SECOND INTERIM FINANCIAL REPORT FOR 2020-21 FISCAL YEAR

BACKGROUND INFORMATION:
AB 1200 requires local educational agencies (LEAs) to file Interim Reports of their annual budget as of October 31 and January 31 respectively. LEAs must collect the financial data for these reporting periods and project the financial conditions of the current and two subsequent fiscal years. Based on the projected financial conditions, the LEAs will certify the Interim Report in one of the following three categories.

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

Please note that Education Code sections 42130 and 42131 require that Interim Reports be submitted to the Governing Board on the SACS forms, the format prescribed by the State Superintendent of Public Instruction. Per the Education Codes indicated above, the District hereby submits the 2020-21 Second Interim Report with a **Positive Certification** for Governing Board review and approval.

The 2020-21 Second Interim Report will be available to the public on the District's website after Governing Board's approval.

REPORT UNDER SEPARATE COVER

RECOMMENDATION:
Approve the 2020-21 Second Interim Financial Report.

LCAP GOAL AND ACTION/SERVICE (please indicate):

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

Financial Implications?	Are funds for this item available in the 2020-2021 Budget?	Requisition #
☐ Yes ☒ No	☐ Yes ☐ No	

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

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

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: March 11, 2021

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: AB1200 AND COLLECTIVE BARGAINING MEMORANDUM OF UNDERSTANDING WITH THE SAN YSIDRO EDUCATION ASSOCIATION

BACKGROUND INFORMATION:
The Memorandum of Understanding between the San Ysidro School District and the San Ysidro Education Association (SYEA) for 2020-21 school year only, is to provide a one-time stipend in the amount of $2,000 for any unit member who provided their formal notice of retirement from February 19, 2021 to no later than March 5, 2021. This stipend will be provided as wages with appropriate withholdings made.

RECOMMENDATION:
Approve/Ratify the submittal of AB1200 to the San Diego County Office of Education and the Collective Bargaining Memorandum of Understanding with the San Ysidro Education Association related to formal notice of retirement.

LCAP GOAL AND ACTION/SERVICE (please indicate):

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

Financial Implications?	Are funds for this item available in the 2020-2021 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	
ESTIMATE $24,018.40 (Amount)	General Fund (Name of funding source and/or location)	

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

Disclosure of Collective Bargaining Agreement

In Accordance with AB 1200 (Statutes of 1991, Chapter 1213);
GC § 3547.5 (Statutes of 2004, Chapter 52)

San Ysidro School District

Name of Bargaining Unit: San Ysidro Education Association Certificated: X Classified: _____

The proposed agreement covers the period: Beginning: 02-19-21 Ending: 03-05-21

This agreement will be acted upon by the Governing Board at its meeting on: March 11, 2021 (Date)

A. Proposed Change in Compensation

Compensation	Cost Prior to Proposed Agreement 12-14-2020 (a) $	Fiscal Impact of Proposed Agreement					
		Current Year 2020-2021		Year 2 2021-2022		Year 3 2022-2023	
		(b) $	(c) %	(b) $	(c) %	(b) $	(c) %
1. **Step & Column** - Increase (Decrease) due to movement plus any changes due to settlement	$21,138,979.95	$0.00	0.00%	$412,532.74	1.95%	$420,783.39	1.95%
2. **Salary Schedule** - Increase (Decrease)	$21,138,979.95	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%
3. **Other Compensation** - Increase (Decrease) in Stipends, Bonuses, etc.	$21,138,979.95	$20,000.00	0.09%	-$512,343.00	-2.42%	$0.00	0.00%
4. **Statutory Benefits** - Increase (Decrease) in STRS, PERS, FICA, WC, UI, Medicare, etc.	$6,519,684.20	$4,018.40	0.06%	-$21,002.08	-0.32%	$88,541.24	1.36%
5. **Health/Welfare Benefits** - Increase (Decrease)	$2,232,500.00	$0.00	0.00%	-$95,000.00	-4.26%	$0.00	0.00%
6. **Total Compensation** - Increase (Decrease) Total Lines 3(a), 4(a), 5(a)	$29,891,164.15	$24,018.40	0.08%	-$215,812.34	-0.72%	$509,324.64	1.71%
7. **Total Number of Represented Employees**	235.00	235.00		235.00		235.00	
8. **Total Compensation Cost for Average Employee** - Increase (Decrease)	$127,196.44	$102.21	0.08%	($918.35)	-0.72%	$2,167.34	1.71%

Impact on other Funds:

No impact on other funds

A. Provide a brief narrative of the proposed change in compensation, including percentage change(s), effective date(s), and comments and explanations as necessary:

The parties agree for 2020-2021 school year only, to provide a one-time stipend in the amount of $2,000 for any unit member who provides their formal notice of retirement no later than March 5, 2021.

b. **Proposed Negotiated Changes in Non-Compensation Items** (class size adjustments, staff development days, teacher prep time, etc.)

No proposed negotiated changes in non-compensation items.

C. What are the specific impacts on instructional/support programs to accommodate the settlement? Include the impact of non-negotiated changes such as staff reductions and program reductions/eliminations.

No specific impacts on instructional/support programs to accommodate the settlement.

D. What contingency language is included in the proposed agreement? Include specific areas identified for reopeners, applicable fiscal years, and specific contingency language.

No contingency language is included in the proposed agreement.

E. Source of Funding for Proposed Agreement

1. The cost of this MOU will be funded by the general fund.

2. How will the ongoing cost of the proposed agreement be funded in <u>future</u> years?

Provisions of this MOU will be effective February 19, 2021 through March 5, 2021.

3. If multi-year agreement, what is the source of funding, including assumptions used, to fund these obligations in future years? (Remember to include compounding effects in meeting obligations)

This is not a multi-year agreement.

F. Impact of Proposed Agreement on Current Year Unrestricted Reserves

1. State Reserve Standard

a. Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	$61,651,162
b. State Standard Minimum Reserve Percentage for this District	3.00%
c. Projected P-2 ADA	4,211.37
d. State Standard Minimum Reserve Amount for this District *(Line 1a times Line 1b, or $50,000, whichever is greater, for a district with less than 1,001 ADA)*	$1,849,534.85

2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

a. General Fund Budgeted Unrestricted Designated for Economic Uncertainties	$1,849,535.00
b. General Fund Budgeted Unrestricted Unappropriated Amount	$0.38
c. Special Reserve Fund 17-Bugeted Designated for Economic Uncertainties	$0.00
d. Special Reserve Fund 17-Budgeted Unappropriated Amount	$0.00
e. Total District Budgeted Unrestricted Reserves	$1,849,535.38

3. Do unrestricted reserves meet the state standard minimum reserve amount? **Yes** No

G. Certification

The information provided in this document summarized the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement in accordance with the requirements of AB 1200 and Government Code § 3547.5.

We hereby certify that the costs incurred by the school district under this agreement can be met by the district during the term of the agreement.

Gina A. Poll — 2/23/2021

District Superintendent (Signature) — Date

Marilyn Adrianzen — 2/23/2021

Chief Business Official (Signature) — Date

Contact Person: Marilyn Adrianzen Telephone No.: (619) 428-4476

Supplement

H. Impact of Proposed Agreement on Current Year Operating Budget*

Date of governing board approval of budget revisions in Col. 2: March 11, 2021
in accordance with Education Code § 42142 and Government Code § 3547.5

Provide a copy of board-approved budget revisions and board minutes. In addition, provide two expenditure reports generated by the district's financial system: one showing the budget by major object before the changes and a second showing the budget by major object after the changes.

If the board-approved revisions are different from the proposed budget adjustments in Col. 2, provide a revised report upon approval of the district governing board.

	(Col. 1) Latest Board-Approved Budget Before Settlement as of 12/14/2020	(Col. 2) Adjustments as a Result of Settlement	(Col. 3) Other Revisions	(Col. 4) (Cols. 1 + 2 + 3) Total Impact on Budget
REVENUES:				
Revenue Limit Sources (8010-8099)	45,530,104			45,530,104
Remaining Revenues (8100-8799)	17,585,618			17,585,618
TOTAL REVENUES	63,115,722	0	0	63,115,722
EXPENDITURES:				0
1000 Certificated Salaries	23,274,520	20,000		23,294,520
2000 Classified Salaries	10,849,038			10,849,038
3000 Employee Benefits	13,014,726	4,018		13,018,745
4000 Books and Supplies	5,234,377			5,234,377
5000 Services and Operating Expenses	8,464,476			8,464,476
6000 Capital Outlay	169,000			169,000
7000 Other	494,681			494,681
TOTAL EXPENDITURES	61,500,819	24,018	0	61,524,838
OPERATING SURPLUS (DEFICIT)	1,614,903	(24,018)	0	1,590,884
OTHER SOURCES AND TRANSFERS IN				0
OTHER USES AND TRANSFERS OUT	150,342			150,342
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	1,464,560	(24,018)	0	1,440,542
BEGINNING BALANCE	1,104,179			1,104,179
CURRENT YEAR-ENDING BALANCE	2,568,739	(24,018)	0	2,544,721
COMPONENTS OF ENDING BALANCE:				
Nonspendable (9711-9719)	50,000			50,000
Restricted (9740)	314,638			314,638
Committed (9750/9760)				0
Assigned (9780)	354,565	(24,018)	0	330,547
Reserve Economic Uncertainties (9789)	1,849,535			1,849,535
Unassigned/Unappropriated (9790)	1			1

If the total amount of the adjustment in Column 2 does not agree with the amount of the total cost shown on page 1, please explain:

*This supplement is a composite recap of "all" the bargaining agreements shown on the preceding pages.

DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT

GENERAL INSTRUCTIONS

- Please submit this form to the county superintendent of schools and make available to the public for review at least ten (10) working days prior to the date the governing board will take action on the proposed bargaining agreement.

- Separate documents must be completed for each collective bargaining agreement, but if more than one agreement is discussed at the same time, you may summarize the financial impact of "all" agreements on page 4 (supplement).

- Include, as applicable, *Cost Prior to Proposed Agreement, Current Year, Year 2 and Year 3* information for the period covered in the proposed agreement. For example, for a 2-year multi-year agreement, complete *Cost Prior to Proposed Agreement, Current Year* and *Year 2.*

- Any time a contract is reopened with a financial impact on "any area of compensation," a disclosure of the proposed agreement must be made.

- The specific manner in which the public is made aware of the proposed agreement and its availability for public inspection and review is at the discretion of the local district.

- The governing board shall adopt revisions to its budget needed in the current fiscal year to fulfill the terms of the collective bargaining agreement within 45 days of adoption (EC § 42142). Provide a copy of the board-approved budget revisions and board minutes to the county office. In addition, provide two expenditure reports generated by the district's financial system: one showing the budget by major object before the changes and a second showing the budget by major object after the changes.

- All revisions to the budget needed in the current fiscal year to meet the costs of the collective bargaining agreement shall be adopted no later than the statutory deadline for certification of the next interim report by the county superintendent of schools (GC § 3547.5, EC § 42131).

SPECIFIC INSTRUCTIONS FOR COMPLETION

PROPOSED CHANGE IN COMPENSATION

1. Step and Column

   a. Cost Prior to Proposed Agreement: Enter the total annual cost of all salaries for the bargaining unit prior to the proposed agreement. Remove any "one-time" bonuses or payments that were paid in prior year, if applicable.
   b. $: Enter the annual increase cost of *Step and Column* movement on the *Salary Schedule* for the affected bargaining unit.
   c. %: Divide the annual cost of *Step and Column*, Line 1(b), by the *Cost Prior to Proposed Agreement*, Line 1(a).

2. Salary Schedule

   a. Cost Prior to Proposed Agreement: Enter the amount from Line 1(a) plus Line 1(b).
   b. $: Enter the annual $ amount of the proposed change in the *Salary Schedule.*

3. Other Compensation

   Description: Indicate specific changes in *Other Compensation* for the current year. For example: 1% off schedule or $200/employee. For *Year 2* and *Year 3*, explain in "Comments" section, if applicable.

   a. Cost Prior to Proposed Agreement: Enter the amount from Line 2(a).
   b. $: Enter the annual amount of the proposed change in *Other Compensation.*
   c. %: Divide the amount by the *Cost Prior to the Proposed Agreement*, Line 3(a).

4. Statutory Benefits

   a. Cost Prior to Proposed Agreement: Enter the total prior year cost of *Statutory Benefits* of the bargaining unit prior to the proposed agreement. If applicable, exclude any "one-time" benefit costs that would not carry over to current year.
   b. $: Enter the amount of the proposed change in *Statutory Benefits* resulting from changes in *Salary Schedule, Step and Column*, and *Other Compensation* reported on Line 1(b) through Line 3(b).
   c. %: Divide Line 4(b) by the amount of dollars shown in *Cost Prior to Proposed Agreement*, Line 4(a).

5. Health/Welfare Benefits

   a. Cost Prior to Proposed Agreement: Enter the total annual cost of *Health/Welfare Benefits* of the bargaining unit prior to the proposed agreement. If applicable, exclude any "one-time" costs that would not carry over to current year.
   b. $: Enter the amount of the proposed change in *Health/Welfare Benefits*, resulting from the affected bargaining unit agreement.
   c. %: Divide Line 5(b) by the amount of dollars shown in *Cost Prior to Proposed Agreement* Line 5(a).

6. Total Compensation

   a. Cost Prior to Proposed Agreement: Total Lines 3(a), 4(a), and 5(a).
   b. $: Total Lines 1(b), 2(b), 3(b), 4(b), and 5(b).
   c. %: Divide the total by *Cost Prior to Proposed Agreement*, Line 6(a).

7. Total Number of Represented Employees

   Enter the total full-time equivalent (FTE) employees for the affected bargaining unit for each applicable year.

8. Total Compensation Cost for Average Employee

   a. Cost Prior to Proposed Agreement: Divide *Cost Prior to Proposed Agreement*, Line 6(a) by Prior Year FTE Employees, Line 7.
   b. $: Divide *Total Compensation*, Line 6(b) by FTE employees, Line 7, for each applicable year.
   c. %: Divide *Total Compensation Cost for Average Employee*, Line 8(b) by *Cost Prior to Proposed Agreement*, Line 8(a).

MEMORANDUM OF UNDERSTANDING
BETWEEN
SAN YSIDRO SCHOOL DISTRICT
AND
SAN YSIDRO EDUCATION ASSOCIATION
REGARDING
EARLY TELL RETIREMENT PROGRAM

This MOU is made by and between the San Ysidro School District, hereinafter referred to as "District" and the San Ysidro Education Association, hereinafter referred to as "SYEA", collectively hereinafter referred to as "Parties."

1. The parties agree for 2020-2021 school year only, to provide a one-time stipend in the amount of $2,000 for any unit member who provides their formal notice of retirement no later than March 5, 2021.
2. This stipend will be provided as wages with appropriate withholdings made.
3. Nothing in this MOU is to be considered to establish a past practice.
4. This is a one-time, non-precedent setting MOU and shall not be used in any further actions.
5. All the other terms of the Agreement between the parties shall remain unchanged.
6. The Parties, having read the foregoing Agreement and fully understanding it and agreeing to its terms, have executed this Agreement and made it effective on the date of the last signature hereto.

	2/19/2021		2/19/2021
SYEA Representative	Date	District Representative	Date

4350 Otay Mesa Road San Ysidro, CA 92173
(619) 428-4476 Ext. 3013 • Fax (619) 662-1823 •
linda.gonzales@sysdschools.org

San Ysidro School District "programs, activities, and practices shall be free from unlawful discrimination, including discrimination against an individual or group based on race, color, ancestry, nationality, national origin, ethnic group identification, age, religion, marital, pregnancy, or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity or expression, or genetic information; a perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics. District programs and activities shall also be free of any racially derogatory or discriminatory school or athletic team names, mascots, or nicknames." Board Policy 0410

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: March 11, 2021

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: AB1200 AND COLLECTIVE BARGAINING MEMORANDUM OF UNDERSTANDING WITH THE CLASSIFIED SCHOOL EMPLOYEES ASSOCIATION

BACKGROUND INFORMATION:
The Memorandum of Understanding between the San Ysidro School District and the Classified School Employees Association (CSEA) for 2020-21 school year only, is to provide a one-time stipend in the amount of $2,000 for any unit member who provided their formal notice of retirement from February 19, 2021 to no later than March 5, 2021. This stipend will be provided as wages with appropriate withholdings made.

RECOMMENDATION:
Approve/Ratify the submittal of AB1200 to the San Diego County Office of Education and the Collective Bargaining Memorandum of Understanding with the Classified School Employees Association related to formal notice of retirement.

LCAP GOAL AND ACTION/SERVICE (please indicate):

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

Financial Implications? ☒ Yes ☐ No

ESTIMATE
$13,084.20
(Amount)

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

(Name of funding source and/or location)

Requisition #

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

Disclosure of Collective Bargaining Agreement

In Accordance with AB 1200 (Statutes of 1991, Chapter 1213);
GC § 3547.5 (Statutes of 2004, Chapter 52)

San Ysidro School District

Name of Bargaining Unit: Classified School Employee Association Certificated: _____ Classified: X

The proposed agreement covers the period: Beginning: 2/19/2021 Ending: 3/5/2021

This agreement will be acted upon by the Governing Board at its meeting on: March 11, 2021 (Date)

A. Proposed Change in Compensation

Compensation	Cost Prior to Proposed Agreement (a) $	Fiscal Impact of Proposed Agreement					
		Current Year 2020-2021		Year 2 2021-2022		Year 3 2022-2023	
		(b) $	(c) %	(b) $	(c) %	(b) $	(c) %
1. **Step & Column** - Increase (Decrease) due to movement plus any changes due to settlement	$9,884,200.70	$0.00	0.00%	$201,512.98	2.04%	$201,714.27	2.00%
2. **Salary Schedule** - Increase (Decrease)	$9,884,200.70	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%
3. **Other Compensation** - Increase (Decrease) in Stipends, Bonuses, etc.	$9,884,200.70	$10,000.00	0.10%	-$191,448.53	-1.93%	$0.00	0.00%
4. **Statutory Benefits** - Increase (Decrease) in STRS, PERS, FICA, WC, UI, Medicare, etc.	$3,048,485.18	$3,084.20	0.10%	$2,117.76	0.07%	$42,444.72	1.39%
5. **Health/Welfare Benefits** - Increase (Decrease)	$1,966,500.00	$0.00	0.00%	-$38,000.00	-1.93%	$0.00	0.00%
6. **Total Compensation** - Increase (Decrease) Total Lines 3(a), 4(a), 5(a)	$14,899,185.88	$13,084.20	0.09%	-$25,817.78	-0.17%	$244,158.99	1.64%
7. **Total Number of Represented Employees**	317.00	317.00		317.00		317.00	
8. **Total Compensation Cost for Average Employee** - Increase (Decrease)	$47,000.59	$41.28	0.09%	($81.44)	-0.17%	$770.22	1.64%

Impact on other Funds:	No impact on other funds.

A. Provide a brief narrative of the proposed change in compensation, including percentage change(s), effective date(s), and comments and explanations as necessary:

The parties agree for 2020-2021 school year only, to provide a one-time stipend in the amount of $2,000 for any unit member who provides their formal notice of retirement no later than March 5, 2021. 2. This stipend will be provided as wages with appropriate withholdings made.

b. **Proposed Negotiated Changes in Non-Compensation Items** (class size adjustments, staff development days, teacher prep time, etc.)

No negotiated changes in non-compensation items.

C. What are the specific impacts on instructional/support programs to accommodate the settlement? Include the impact of non-negotiated changes such as staff reductions and program reductions/eliminations.

No specific impacts on instructional/support programs to accommodate the settlement.

D. What contingency language is included in the proposed agreement? Include specific areas identified for reopeners, applicable fiscal years, and specific contingency language.

No contingency language is included in the proposed agreement.

E. Source of Funding for Proposed Agreement

1. The cost of this MOU will be funded by the General Fund.

2. How will the ongoing cost of the proposed agreement be funded in future years?

Provisions of this MOU will be effective February 19, 2021 to March 5, 2021.

3. If multi-year agreement, what is the source of funding, including assumptions used, to fund these obligations in future years? (Remember to include compounding effects in meeting obligations)

This is not a multi-year agreement.

F. Impact of Proposed Agreement on Current Year Unrestricted Reserves

1. State Reserve Standard

a. Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	$61,651,162
b. State Standard Minimum Reserve Percentage for this District	3.00%
c. Projected P-2 ADA	4,211.37
d. State Standard Minimum Reserve Amount for this District *(Line 1a times Line 1b, or $50,000, whichever is greater, for a district with less than 1,001 ADA)*	$1,849,534.85

2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

a. General Fund Budgeted Unrestricted Designated for Economic Uncertainties	$1,849,535.00
b. General Fund Budgeted Unrestricted Unappropriated Amount	$0.38
c. Special Reserve Fund 17-Bugeted Designated for Economic Uncertainties	$0.00
d. Special Reserve Fund 17-Budgeted Unappropriated Amount	$0.00
e. Total District Budgeted Unrestricted Reserves	$1,849,535.38

3. Do unrestricted reserves meet the state standard minimum reserve amount? **Yes** No

G. Certification

The information provided in this document summarized the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement in accordance with the requirements of AB 1200 and Government Code § 3547.5.

We hereby certify that the costs incurred by the school district under this agreement can be met by the district during the term of the agreement.

Gina A. Poll — 2/25/2021

District Superintendent (Signature) — Date

Marilyn Adrianzen — 2/25/2021

Chief Business Official (Signature) — Date

Contact Person: Marilyn Adrianzen Telephone No.: (619) 428-4476

Supplement

H. Impact of Proposed Agreement on Current Year Operating Budget*

Date of governing board approval of budget revisions in Col. 2: March 11, 2021
in accordance with Education Code § 42142 and Government Code § 3547.5

Provide a copy of board-approved budget revisions and board minutes. In addition, provide two expenditure reports generated by the district's financial system: one showing the budget by major object before the changes and a second showing the budget by major object after the changes.

If the board-approved revisions are different from the proposed budget adjustments in Col. 2, provide a revised report upon approval of the district governing board.

	(Col. 1) Latest Board-Approved Budget Before Settlement as of 12/14/2020	(Col. 2) Adjustments as a Result of Settlement	(Col. 3) Other Revisions	(Col. 4) (Cols. 1 + 2 + 3) Total Impact on Budget
REVENUES:				
Revenue Limit Sources (8010-8099)	45,530,104			45,530,104
Remaining Revenues (8100-8799)	17,585,618			17,585,618
TOTAL REVENUES	63,115,722	0	0	63,115,722
EXPENDITURES:				0
1000 Certificated Salaries	23,274,520			23,274,520
2000 Classified Salaries	10,849,038	10,000		10,859,038
3000 Employee Benefits	13,014,726	3,084		13,017,811
4000 Books and Supplies	5,234,377			5,234,377
5000 Services and Operating Expenses	8,464,476			8,464,476
6000 Capital Outlay	169,000			169,000
7000 Other	494,681			494,681
TOTAL EXPENDITURES	61,500,819	13,084	0	61,513,904
OPERATING SURPLUS (DEFICIT)	1,614,903	(13,084)	0	1,601,818
OTHER SOURCES AND TRANSFERS IN				0
OTHER USES AND TRANSFERS OUT	150,342			150,342
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	1,464,560	(13,084)	0	1,451,476
BEGINNING BALANCE	1,104,179			1,104,179
CURRENT YEAR-ENDING BALANCE	2,568,739	(13,084)	0	2,555,655
COMPONENTS OF ENDING BALANCE:				
Nonspendable (9711-9719)	50,000			50,000
Restricted (9740)	314,638	(13,084)	0	301,554
Committed (9750/9760)				0
Assigned (9780)	354,565			354,565
Reserve Economic Uncertainties (9789)	1,849,535			1,849,535
Unassigned/Unappropriated (9790)	1			1

If the total amount of the adjustment in Column 2 does not agree with the amount of the total cost shown on page 1, please explain:

*This supplement is a composite recap of "all" the bargaining agreements shown on the preceding pages.

DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT

GENERAL INSTRUCTIONS

- Please submit this form to the county superintendent of schools and make available to the public for review at least ten (10) working days prior to the date the governing board will take action on the proposed bargaining agreement.

- Separate documents must be completed for each collective bargaining agreement, but if more than one agreement is discussed at the same time, you may summarize the financial impact of "all" agreements on page 4 (supplement).

- Include, as applicable, *Cost Prior to Proposed Agreement, Current Year, Year 2 and Year 3* information for the period covered in the proposed agreement. For example, for a 2-year multi-year agreement, complete *Cost Prior to Proposed Agreement, Current Year* and *Year 2*.

- Any time a contract is reopened with a financial impact on "any area of compensation," a disclosure of the proposed agreement must be made.

- The specific manner in which the public is made aware of the proposed agreement and its availability for public inspection and review is at the discretion of the local district.

- The governing board shall adopt revisions to its budget needed in the current fiscal year to fulfill the terms of the collective bargaining agreement within 45 days of adoption (EC § 42142). Provide a copy of the board-approved budget revisions and board minutes to the county office. In addition, provide two expenditure reports generated by the district's financial system: one showing the budget by major object before the changes and a second showing the budget by major object after the changes.

- All revisions to the budget needed in the current fiscal year to meet the costs of the collective bargaining agreement shall be adopted no later than the statutory deadline for certification of the next interim report by the county superintendent of schools (GC § 3547.5, EC § 42131).

SPECIFIC INSTRUCTIONS FOR COMPLETION

PROPOSED CHANGE IN COMPENSATION

1. Step and Column

   a. Cost Prior to Proposed Agreement: Enter the total annual cost of all salaries for the bargaining unit prior to the proposed agreement. Remove any "one-time" bonuses or payments that were paid in prior year, if applicable.
   b. $: Enter the annual increase cost of *Step and Column* movement on the *Salary Schedule* for the affected bargaining unit.
   c. %: Divide the annual cost of *Step and Column*, Line 1(b), by the *Cost Prior to Proposed Agreement*, Line 1(a).

2. Salary Schedule

   a. Cost Prior to Proposed Agreement: Enter the amount from Line 1(a) plus Line 1(b).
   b. $: Enter the annual $ amount of the proposed change in the *Salary Schedule*.

3. Other Compensation

   Description: Indicate specific changes in *Other Compensation* for the current year. For example: 1% off schedule or $200/employee. For *Year 2* and *Year 3*, explain in "Comments" section, if applicable.

   a. Cost Prior to Proposed Agreement: Enter the amount from Line 2(a).
   b. $: Enter the annual amount of the proposed change in *Other Compensation.*
   c. %: Divide the amount by the *Cost Prior to the Proposed Agreement*, Line 3(a).

4. Statutory Benefits

   a. Cost Prior to Proposed Agreement: Enter the total prior year cost of *Statutory Benefits* of the bargaining unit prior to the proposed agreement. If applicable, exclude any "one-time" benefit costs that would not carry over to current year.
   b. $: Enter the amount of the proposed change in *Statutory Benefits* resulting from changes in *Salary Schedule, Step and Column*, and *Other Compensation* reported on Line 1(b) through Line 3(b).
   c. %: Divide Line 4(b) by the amount of dollars shown in *Cost Prior to Proposed Agreement*, Line 4(a).

5. Health/Welfare Benefits

   a. Cost Prior to Proposed Agreement: Enter the total annual cost of *Health/Welfare Benefits* of the bargaining unit prior to the proposed agreement. If applicable, exclude any "one-time" costs that would not carry over to current year.
   b. $: Enter the amount of the proposed change in *Health/Welfare Benefits*, resulting from the affected bargaining unit agreement.
   c. %: Divide Line 5(b) by the amount of dollars shown in *Cost Prior to Proposed Agreement* Line 5(a).

6. Total Compensation

   a. Cost Prior to Proposed Agreement: Total Lines 3(a), 4(a), and 5(a).
   b. $: Total Lines 1(b), 2(b), 3(b), 4(b), and 5(b).
   c. %: Divide the total by *Cost Prior to Proposed Agreement*, Line 6(a).

7. Total Number of Represented Employees

   Enter the total full-time equivalent (FTE) employees for the affected bargaining unit for each applicable year.

8. Total Compensation Cost for Average Employee

   a. Cost Prior to Proposed Agreement: Divide *Cost Prior to Proposed Agreement*, Line 6(a) by Prior Year FTE Employees, Line 7.
   b. $: Divide *Total Compensation*, Line 6(b) by FTE employees, Line 7, for each applicable year.
   c. %: Divide *Total Compensation Cost for Average Employee*, Line 8(b) by *Cost Prior to Proposed Agreement*, Line 8(a).

MEMORANDUM OF UNDERSTANDING
BETWEEN
SAN YSIDRO SCHOOL DISTRICT
AND
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS CHAPTER 154
REGARDING
EARLY TELL RETIREMENT PROGRAM

This MOU is made by and between the San Ysidro School District ("District") and the California School Employees Association and its Chapter 154 ("CSEA"), collectively hereinafter referred to as "Parties."

1. The parties agree for 2020-2021 school year only, to provide a one-time stipend in the amount of $2,000 for any unit member who provides their formal notice of retirement no later than March 5, 2021.
2. This stipend will be provided as wages with appropriate withholdings made.
3. Nothing in this MOU is to be considered to establish a past practice.
4. This is a one-time, non-precedent setting MOU and shall not be used in any further actions.
5. All the other terms of the Agreement between the parties shall remain unchanged.
6. The Parties, having read the foregoing Agreement and fully understanding it and agreeing to its terms, have executed this Agreement and made it effective on the date of the last signature hereto.

CSEA Representative	2/19/2021 Date	District Representative	2/19/2021 Date
CSEA Representative	2/19/2021 Date	District Representative	2/19/2021 Date

4350 Otay Mesa Road San Ysidro, CA 92173
(619) 428-4476 Ext. 3013 • Fax (619) 662-1823 •
linda.gonzales@sysdschools.org

San Ysidro School District "programs, activities, and practices shall be free from unlawful discrimination, including discrimination against an individual or group based on race, color, ancestry, nationality, national origin, ethnic group identification, age, religion, marital, pregnancy, or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity or expression, or genetic information; a perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics. District programs and activities shall also be free of any racially derogatory or discriminatory school or athletic team names, mascots, or nicknames." Board Policy 0410

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: March 11, 2021

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: AB1200 AND THE COLLECTIVE BARGAINING MEMORANDUM OF UNDERSTANDING WITH THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA)

BACKGROUND INFORMATION:
This Memorandum of Understanding is concerning the impacts and effects of changes in federal law under COVID-19 pendemic conditions. The District and CSEA recognize that the coronavirus-specific leave provided by HR6201 has not been renewed by Congress, and that those legal provisions expired as of December 31, 2020; yet the coronavirus pandemic continues. The parties recognize the importance of preventing the spread of the coronavirus within the workplace, and that it is essential that employees be able to self-isolate in cases of suspected exposure. This MOU approves certain modifications to CSEA unit members' paid leaves related to COVID-19 from January 1, 2021 until May 31, 2021.

RECOMMENDATION:
Approve/Ratify the submittal of AB1200 to the San Diego County Office of Education and the Collective Bargaining Memorandum of Understanding with the California School Employees Association to extend the number of COVID-19 related leave days during the 2020-21 school year.

LCAP GOAL AND ACTION/SERVICE (please indicate):

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

Financial Implications?	Are funds for this item available in the 2020-2021 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

2020-2021	
$150,148.83	CARES ACT and ESSER Funds
(Amount)	(Name of funding source and/or location)

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

Disclosure of Collective Bargaining Agreement

In Accordance with AB 1200 (Statutes of 1991, Chapter 1213);
GC § 3547.5 (Statutes of 2004, Chapter 52)

San Ysidro School District

Name of Bargaining Unit: Classified School Employee Association Certificated: _____ Classified: X

The proposed agreement covers the period: Beginning: 1/1/2021 Ending: 5/31/2021

This agreement will be acted upon by the Governing Board at its meeting on: March 11, 2021 (Date)

A. Proposed Change in Compensation

Compensation	Cost Prior to Proposed Agreement (a) $	Fiscal Impact of Proposed Agreement					
		Current Year 2020-2021		Year 2 2021-2022		Year 3 2022-2023	
		(b) $	(c) %	(b) $	(c) %	(b) $	(c) %
1. **Step & Column** - Increase (Decrease) due to movement plus any changes due to settlement	$9,884,200.70	$0.00	0.00%	$197,684.01	2.00%	$201,637.69	2.00%
2. **Salary Schedule** - Increase (Decrease)	$9,884,200.70	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%
3. **Other Compensation** - Increase (Decrease) in Stipends, Bonuses, etc.	$9,884,200.70	$114,755.83	1.16%	$0.00	0.00%	$0.00	0.00%
4. **Statutory Benefits** - Increase (Decrease) in STRS, PERS, FICA, WC, UI, Medicare, etc.	$3,048,485.18	$35,392.99	1.16%	$41,596.67	1.35%	$42,428.60	1.36%
5. **Health/Welfare Benefits** - Increase (Decrease)	$1,966,500.00	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%
6. **Total Compensation** - Increase (Decrease) Total Lines 3(a), 4(a), 5(a)	$14,899,185.88	$150,148.83	1.01%	$239,280.68	1.59%	$244,066.30	1.60%
7. **Total Number of Represented Employees**	207.00	207.00		207.00		207.00	
8. **Total Compensation Cost for Average Employee** - Increase (Decrease)	$71,976.74	$725.36	1.01%	$1,155.95	1.59%	$1,179.06	1.60%

Impact on other Funds: No impact on other funds since the costs of this MOU will be funded by CARES and ESSER funds.

A. Provide a brief narrative of the proposed change in compensation, including percentage change(s), effective date(s), and comments and explanations as necessary:

The term of this agreement will extend from January 1, 2021, until May 31, 2021.

Should a new law providing greater paid coronavirus leave be enacted, either party may demand bargaining over its effects and over the orderly termination or modification of this agreement.

b. **Proposed Negotiated Changes in Non-Compensation Items** (class size adjustments, staff development days, teacher prep time, etc.)

The District shall provide paid sick leave similar to that provided by HR 6201 as follows:

b. Ten (10) work days of district provided COVID leave paid at the employee's regular rate of pay if: • The employee is subject to a federal, state, or local quarantine or isolation order related to COVID-19; • The employee has been advised by a health care provider to self-quarantine because of COVID-19; or • The employee is experiencing symptoms of COVID-19 and is seeking a medical diagnosis.

b. Seven (7) work days of district provided COVID leave paid at the employee's regular rate of pay up to $200 per day and $1,400 total if: • The employee is caring for a family member subject to an order, advised to self-isolate, or experiencing symptoms of COVID-19 and is seeking a medical diagnosis • The employee may utilize accrued leave balances to supplement any loss in pay as a result of utilizing this leave.

All unit members shall be entitled to the leave balances referenced above regardless if they used any portion of FFCRA leave prior to January 1, 2021. 4. The district will extend the ability for unit members to bring their minor children to district property consistent with the terms and conditions of the child waiver, through the duration of the distance learning only program.

Unit members who utilized their own hours of Personal Illness due to one of the COVID related reasons listed above during the period of January 1, 2021 through the execution date of this agreement shall have their balances restored.

The District may request verification prior to placing a unit member on paid COVID leave.

Any employee reporting to work who is sent home due to coronavirus exposure on site shall not be deducted any leaves or pay for the duration of quarantine period set forth by the District.

D. What contingency language is included in the proposed agreement? Include specific areas identified for reopeners, applicable fiscal years, and specific contingency language.

No contingency language is included in the proposed agreement.

E. Source of Funding for Proposed Agreement

1. The cost of this MOU will be funded by ESSER and CARES Act funds.

2. How will the ongoing cost of the proposed agreement be funded in <u>future</u> years?

Provisions of this MOU will be effective January 1, 2021 to May 31, 2021.

3. If multi-year agreement, what is the source of funding, including assumptions used, to fund these obligations in future years? (Remember to include compounding effects in meeting obligations)

This is not a multi-year agreement.

F. Impact of Proposed Agreement on Current Year Unrestricted Reserves

1. State Reserve Standard

a. Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	$61,651,162
b. State Standard Minimum Reserve Percentage for this District	3.00%
c. Projected P-2 ADA	4,211.37
d. State Standard Minimum Reserve Amount for this District *(Line 1a times Line 1b, or $50,000, whichever is greater, for a district with less than 1,001 ADA)*	$1,849,534.85

2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

a. General Fund Budgeted Unrestricted Designated for Economic Uncertainties	$1,849,535.00
b. General Fund Budgeted Unrestricted Unappropriated Amount	$0.38
c. Special Reserve Fund 17-Bugeted Designated for Economic Uncertainties	$0.00
d. Special Reserve Fund 17-Budgeted Unappropriated Amount	$0.00
e. Total District Budgeted Unrestricted Reserves	$1,849,535.38

3. Do unrestricted reserves meet the state standard minimum reserve amount? **Yes** No

G. Certification

The information provided in this document summarized the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement in accordance with the requirements of AB 1200 and Government Code § 3547.5.

We hereby certify that the costs incurred by the school district under this agreement can be met by the district during the term of the agreement.

Gina A. Potter — District Superintendent (Signature) — 10/29/2020 Date

Marilyn Adrianzen — Chief Business Official (Signature) — 10/29/2020 Date

Contact Person: Marilyn Adrianzen Telephone No.: (619) 428-4476

Supplement

H. Impact of Proposed Agreement on Current Year Operating Budget*

Date of governing board approval of budget revisions in Col. 2: March 11, 2021
in accordance with Education Code § 42142 and Government Code § 3547.5

Provide a copy of board-approved budget revisions and board minutes. In addition, provide two expenditure reports generated by the district's financial system: one showing the budget by major object before the changes and a second showing the budget by major object after the changes.

If the board-approved revisions are different from the proposed budget adjustments in Col. 2, provide a revised report upon approval of the district governing board.

	(Col. 1) Latest Board-Approved Budget Before Settlement as of 12/14/2020	(Col. 2) Adjustments as a Result of Settlement	(Col. 3) Other Revisions	(Col. 4) (Cols. 1 + 2 + 3) Total Impact on Budget
REVENUES:				
Revenue Limit Sources (8010-8099)	45,530,104			45,530,104
Remaining Revenues (8100-8799)	17,585,618			17,585,618
TOTAL REVENUES	63,115,722	0	0	63,115,722
EXPENDITURES:				0
1000 Certificated Salaries	23,274,520			23,274,520
2000 Classified Salaries	10,849,038	114,756		10,963,794
3000 Employee Benefits	13,014,726	35,393		13,050,119
4000 Books and Supplies	5,234,377		(150,149)	5,084,229
5000 Services and Operating Expenses	8,464,476			8,464,476
6000 Capital Outlay	169,000			169,000
7000 Other	494,681			494,681
TOTAL EXPENDITURES	61,500,819	150,149	(150,149)	61,500,819
OPERATING SURPLUS (DEFICIT)	1,614,903	(150,149)	150,149	1,614,903
OTHER SOURCES AND TRANSFERS IN				0
OTHER USES AND TRANSFERS OUT	150,342			150,342
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	1,464,560	(150,149)	150,149	1,464,560
BEGINNING BALANCE	1,104,179			1,104,179
CURRENT YEAR-ENDING BALANCE	2,568,739	(150,149)	150,149	2,568,739
COMPONENTS OF ENDING BALANCE:				
Nonspendable (9711-9719)	50,000			50,000
Restricted (9740)	314,638	(150,149)	150,149	314,638
Committed (9750/9760)				0
Assigned (9780)	354,565			354,565
Reserve Economic Uncertainties (9789)	1,849,535			1,849,535
Unassigned/Unappropriated (9790)	1			1

If the total amount of the adjustment in Column 2 does not agree with the amount of the total cost shown on page 1, please explain:

*This supplement is a composite recap of "all" the bargaining agreements shown on the preceding pages.

DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT

GENERAL INSTRUCTIONS

- Please submit this form to the county superintendent of schools and make available to the public for review at least ten (10) working days prior to the date the governing board will take action on the proposed bargaining agreement.

- Separate documents must be completed for each collective bargaining agreement, but if more than one agreement is discussed at the same time, you may summarize the financial impact of "all" agreements on page 4 (supplement).

- Include, as applicable, *Cost Prior to Proposed Agreement, Current Year, Year 2 and Year 3* information for the period covered in the proposed agreement. For example, for a 2-year multi-year agreement, complete *Cost Prior to Proposed Agreement, Current Year* and *Year 2.*

- Any time a contract is reopened with a financial impact on "any area of compensation," a disclosure of the proposed agreement must be made.

- The specific manner in which the public is made aware of the proposed agreement and its availability for public inspection and review is at the discretion of the local district.

- The governing board shall adopt revisions to its budget needed in the current fiscal year to fulfill the terms of the collective bargaining agreement within 45 days of adoption (EC § 42142). Provide a copy of the board-approved budget revisions and board minutes to the county office. In addition, provide two expenditure reports generated by the district's financial system: one showing the budget by major object before the changes and a second showing the budget by major object after the changes.

- All revisions to the budget needed in the current fiscal year to meet the costs of the collective bargaining agreement shall be adopted no later than the statutory deadline for certification of the next interim report by the county superintendent of schools (GC § 3547.5, EC § 42131).

SPECIFIC INSTRUCTIONS FOR COMPLETION

PROPOSED CHANGE IN COMPENSATION

1. Step and Column

   a. Cost Prior to Proposed Agreement: Enter the total annual cost of all salaries for the bargaining unit prior to the proposed agreement. Remove any "one-time" bonuses or payments that were paid in prior year, if applicable.
   b. $: Enter the annual increase cost of *Step and Column* movement on the *Salary Schedule* for the affected bargaining unit.
   c. %: Divide the annual cost of *Step and Column*, Line 1(b), by the *Cost Prior to Proposed Agreement*, Line 1(a).

2. Salary Schedule

   a. Cost Prior to Proposed Agreement: Enter the amount from Line 1(a) plus Line 1(b).
   b. $: Enter the annual $ amount of the proposed change in the *Salary Schedule.*

3. Other Compensation

   Description: Indicate specific changes in *Other Compensation* for the current year. For example: 1% off schedule or $200/employee. For *Year 2* and *Year 3*, explain in "Comments" section, if applicable.

   a. Cost Prior to Proposed Agreement: Enter the amount from Line 2(a).
   b. $: Enter the annual amount of the proposed change in *Other Compensation*.
   c. %: Divide the amount by the *Cost Prior to the Proposed Agreement*, Line 3(a).

4. Statutory Benefits

   a. Cost Prior to Proposed Agreement: Enter the total prior year cost of *Statutory Benefits* of the bargaining unit prior to the proposed agreement. If applicable, exclude any "one-time" benefit costs that would not carry over to current year.
   b. $: Enter the amount of the proposed change in *Statutory Benefits* resulting from changes in *Salary Schedule, Step and Column*, and *Other Compensation* reported on Line 1(b) through Line 3(b).
   c. %: Divide Line 4(b) by the amount of dollars shown in *Cost Prior to Proposed Agreement*, Line 4(a).

5. Health/Welfare Benefits

   a. Cost Prior to Proposed Agreement: Enter the total annual cost of *Health/Welfare Benefits* of the bargaining unit prior to the proposed agreement. If applicable, exclude any "one-time" costs that would not carry over to current year.
   b. $: Enter the amount of the proposed change in *Health/Welfare Benefits*, resulting from the affected bargaining unit agreement.
   c. %: Divide Line 5(b) by the amount of dollars shown in *Cost Prior to Proposed Agreement* Line 5(a).

6. Total Compensation

   a. Cost Prior to Proposed Agreement: Total Lines 3(a), 4(a), and 5(a).
   b. $: Total Lines 1(b), 2(b), 3(b), 4(b), and 5(b).
   c. %: Divide the total by *Cost Prior to Proposed Agreement*, Line 6(a).

7. Total Number of Represented Employees

   Enter the total full-time equivalent (FTE) employees for the affected bargaining unit for each applicable year.

8. Total Compensation Cost for Average Employee

   a. Cost Prior to Proposed Agreement: Divide *Cost Prior to Proposed Agreement*, Line 6(a) by Prior Year FTE Employees, Line 7.
   b. $: Divide *Total Compensation*, Line 6(b) by FTE employees, Line 7, for each applicable year.
   c. %: Divide *Total Compensation Cost for Average Employee*, Line 8(b) by *Cost Prior to Proposed Agreement*, Line 8(a).

MOU REGARDING IMPACTS/EFFECTS ON THE CSEA BARGAINING UNIT REGARDING COVID19 LEAVES
BETWEEN
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS CHAPTER 154
AND
THE SAN YSIDRO SCHOOL DISTRICT
February 3, 2021

This Memorandum of Understanding Agreement (MOU) is agreed between San Ysidro School District and the California School Employees Association and its San Ysidro Chapter 154 (together "CSEA") concerning the impacts and effects of changes in federal law under COVID 19 pandemic conditions.

The District and CSEA recognize that the coronavirus-specific leave provided by HR 6201 has not been renewed by Congress, and that those legal provisions expired as of December 31, 2020; yet the coronavirus pandemic continues. The parties recognize the importance of preventing the spread of coronavirus within the workplace, and that it is essential that employees be able to self-isolate in cases of suspected exposure. Therefore, the parties agree as follows:

1. The term of this agreement will extend from January 1, 2021, until May 31, 2021. Should a new law providing greater paid coronavirus leave be enacted, either party may demand bargaining over its effects and over the orderly termination or modification of this agreement.

2. The District shall provide paid sick leave similar to that provided by HR 6201 as follows:
   a. Ten (10) work days of district provided COVID leave paid at the employee's regular rate of pay if:
      - The employee is subject to a federal, state, or local quarantine or isolation order related to COVID-19;
      - The employee has been advised by a health care provider to self-quarantine because of COVID-19; or
      - The employee is experiencing symptoms of COVID-19 and is seeking a medical diagnosis.

   b. Seven (7) work days of district provided COVID leave paid at the employee's regular rate of pay up to $200 per day and $1,400 total if:
      - The employee is caring for a family member subject to an order, advised to self-isolate, or experiencing symptoms of COVID-19 and is seeking a medical diagnosis
      - The employee may utilize accrued leave balances to supplement any loss in pay as a result of utilizing this leave.

3. All unit members shall be entitled to the leave balances referenced above regardless if they used any portion of FFCRA leave prior to January 1, 2021.

4. The district will extend the ability for unit members to bring their minor children to district property consistent with the terms and conditions of the child waiver, through the duration of the distance learning only program.

5. Unit members who utilized their own hours of Personal Illness due to one of the COVID related reasons listed above during the period of January 1, 2021 through the execution date of this agreement shall have their balances restored.

6. The District may request verification prior to placing a unit member on paid COVID leave.

7. Any employee reporting to work who is sent home due to coronavirus exposure on site shall not be deducted any leaves or pay for the duration of quarantine period set forth by the District.

	02/03/2021		02/03/2021
CSEA Representative	Date	District Representative	Date
	02/03/2021		02/03/2021
CSEA Representative	Date	District Representative	Date

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: March 11, 2021

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: AB1200 AND AMENDMENT NO. 1 TO THE COLLECTIVE BARGAINING MEMORANDUM OF UNDERSTANDING WITH THE SAN YSIDRO EDUCATION ASSOCIATION

BACKGROUND INFORMATION:
On August 13, 2020, the Governing Board approved the Memorandum of Understanding between the San Ysidro School District and the San Ysidro Education Association (SYEA) regarding school reopenings due to the COVID-19 pandemic. The MOU is effective July 1, 2020 through June 30, 2021. On October 15, 2020, the Governing Board approved the submittal of AB1200 regarding the school reopenings due to the COVID-19 pandemic.

Amendment No. 1 includes the extended number of days for COVID-19 related leaves and other compensation for unit members re-assigned or volunteering for special assignments.

RECOMMENDATION:
Approve/Ratify the submittal of AB1200 to the San Diego County Office of Education and Amendment No. 1 to the Collective Bargaining Agreement with San Ysidro Education Association (SYEA) to extend the number of days of COVID-19 related leaves and other compensation for unit members re-assisnged or volunteering for special assignments during the 2020-21 school year.

LCAP GOAL AND ACTION/SERVICE (please indicate):

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

Financial Implications?	Are funds for this item available in the 2020-2021 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	
2020-2021 $487,573.52 (Amount)	CARES ACT and ESSER Funds (Name of funding source and/or location)	

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

Disclosure of Collective Bargaining Agreement

In Accordance with AB 1200 (Statutes of 1991, Chapter 1213);
GC § 3547.5 (Statutes of 2004, Chapter 52)

San Ysidro School District

Name of Bargaining Unit: San Ysidro Education Association Certificated: X Classified: _____

The proposed agreement covers the period: Beginning: 7/1/2020 Ending: 6/30/2021

This agreement will be acted upon by the Governing Board at its meeting on: March 11, 2021 (Date)

A. Proposed Change in Compensation

Compensation	Cost Prior to Proposed Agreement 12-14-2020 (a) $	Fiscal Impact of Proposed Agreement					
		Current Year 2020-2021		Year 2 2021-2022		Year 3 2022-2023	
		(b) $	(c) %	(b) $	(c) %	(b) $	(c) %
1. **Step & Column** - Increase (Decrease) due to movement plus any changes due to settlement	$21,138,979.95	$0.00	0.00%	$422,779.60	2.00%	$431,235.19	2.00%
2. **Salary Schedule** - Increase (Decrease)	$21,138,979.95	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%
3. **Other Compensation** - Increase (Decrease) in Stipends, Bonuses, etc.	$21,138,979.95	$406,000.00	1.92%	$0.00	0.00%	$0.00	0.00%
4. **Statutory Benefits** - Increase (Decrease) in STRS, PERS, FICA, WC, UI, Medicare, etc.	$6,519,684.20	$81,573.52	1.25%	$88,961.28	1.35%	$90,740.51	1.36%
5. **Health/Welfare Benefits** - Increase (Decrease)	$2,232,500.00	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%
6. **Total Compensation** - Increase (Decrease) Total Lines 3(a), 4(a), 5(a)	$29,891,164.15	$487,573.52	1.63%	$511,740.88	1.68%	$521,975.70	1.69%
7. **Total Number of Represented Employees**	235.00	235.00		235.00		235.00	
8. **Total Compensation Cost for Average Employee** - Increase (Decrease)	$127,196.44	$2,074.78	1.63%	$2,177.62	1.68%	$2,221.17	1.69%

Impact on other Funds:

No impact on other funds

A. Provide a brief narrative of the proposed change in compensation, including percentage change(s), effective date(s), and comments and explanations as necessary:

AMENDMENT NO. 1 to the Memorandum of Understanding between San Ysidro School District ("District") and the San Ysidro Education Association ("SYEA") dated August 10, 2020. The parties acknowledge that the benefits provided under Families First Coronavirus Relief Act (FFCRA) expired on December 31, 2020. The following benefits will remain in effect through May 31, 2021. This date may be extended by mutual agreement of the parties due to a widespread delay in the vaccination of unit members. All unit members shall be entitled to the leave balances referenced below regardless if they used any portion of FFCRA leave prior to January 1, 2021. For unit member self-care - A unit member shall be able to use up to 10 work days of district provided COVID leave, if the unit member is: 1. Is unable to work due to government issued quarantine or isolation order related to COVID-19, 2. Has been advised to self-quarantine by a healthcare provider related to COVID-19 and is unable to work, 3. Is experiencing symptoms of COVID-19 and is seeking diagnosis and is unable to work. For unit members to care for others - A unit member shall be able to use up to 7 work days up to $200 per day and $1,400 total of district provided COVID leave, if the member is unable to work due to the need to care for: 1. A family member subject to government - or school - issued quarantine or isolation order related to COVID-19, 2. A family member who has been advised to self-quarantine by a healthcare provider related to COVID-19, or 3. A family member who is experiencing symptoms of COVID-19 and is seeking diagnosis. The District shall issue a one-time stipend for the amount of $600 to all bargaining unit members re-assigned to teach a combination of 2 or more grade levels. This also includes all new combination SPED assignments. The District shall solicit qualified volunteers to perform the in-person portion of the Multi-Disciplinary Assessments resuming as early as February 1, 2021. The following list of unit members who volunteer for this assignment shall receive an hourly stipend of $50 per hour for in-person assessment. 1. School Psychologists 2. Language, Speech and Hearing Specialists 3. Adapted PE Teacher 4. Special Day Class Teachers 5. Resource Specialists 6. School Social Worker 7. School Nurse.

Unit members who volunteer to teach Specialized Cohorts shall be paid $120 per one day worked on site per week.

b. **Proposed Negotiated Changes in Non-Compensation Items** (class size adjustments, staff development days, teacher prep time, etc.)
No proposed negotiated changes in non-compensation items.

B. **What are the specific impacts on instructional/support programs to accommodate the settlement?** Include the impact of non-negotiated changes such as staff reductions and program reductions/eliminations.

No specific impacts on instructional/support programs to accommodate the settlement.

D. What contingency language is included in the proposed agreement? Include specific areas identified for reopeners, applicable fiscal years, and specific contingency language.

No contingency language is included in the proposed agreement.

E. Source of Funding for Proposed Agreement

1. The cost of this MOU will be funded by the general fund.

2. How will the ongoing cost of the proposed agreement be funded in future years?

Provisions of this MOU will be effective July 1, 2020 through June 30, 2021.

3. If multi-year agreement, what is the source of funding, including assumptions used, to fund these obligations in future years? (Remember to include compounding effects in meeting obligations)

This is not a multi-year agreement.

Revised 07/04

F. Impact of Proposed Agreement on Current Year Unrestricted Reserves

1. State Reserve Standard

a. Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	$61,651,162
b. State Standard Minimum Reserve Percentage for this District	3.00%
c. Projected P-2 ADA	4,211.37
d. State Standard Minimum Reserve Amount for this District *(Line 1a times Line 1b, or $50,000, whichever is greater, for a district with less than 1,001 ADA)*	$1,849,534.85

2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

a. General Fund Budgeted Unrestricted Designated for Economic Uncertainties	$1,849,535.00
b. General Fund Budgeted Unrestricted Unappropriated Amount	$0.38
c. Special Reserve Fund 17-Bugeted Designated for Economic Uncertainties	$0.00
d. Special Reserve Fund 17-Budgeted Unappropriated Amount	$0.00
e. Total District Budgeted Unrestricted Reserves	$1,849,535.38

3. Do unrestricted reserves meet the state standard minimum reserve amount? **Yes** No

G. Certification

The information provided in this document summarized the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement in accordance with the requirements of AB 1200 and Government Code § 3547.5.

We hereby certify that the costs incurred by the school district under this agreement can be met by the district during the ~~term~~ of the agreement.

Gina A. Poll — 3/2/2021

District Superintendent (Signature) — Date

Marilyn Adrianzen — 3/2/2021

Chief Business Official (Signature) — Date

Contact Person: Marilyn Adrianzen Telephone No.: (619) 428-4476

Revised: 06/06

Supplement

H. Impact of Proposed Agreement on Current Year Operating Budget*

Date of governing board approval of budget revisions in Col. 2: March 11, 2021
in accordance with Education Code § 42142 and Government Code § 3547.5

Provide a copy of board-approved budget revisions and board minutes. In addition, provide two expenditure reports generated by the district's financial system: one showing the budget by major object before the changes and a second showing the budget by major object after the changes.

If the board-approved revisions are different from the proposed budget adjustments in Col. 2, provide a revised report upon approval of the district governing board.

	(Col. 1) Latest Board-Approved Budget Before Settlement as of 12/14/2020	(Col. 2) Adjustments as a Result of Settlement	(Col. 3) Other Revisions	(Col. 4) (Cols. 1 + 2 + 3) Total Impact on Budget
REVENUES:				
Revenue Limit Sources (8010-8099)	45,530,104			45,530,104
Remaining Revenues (8100-8799)	17,585,618			17,585,618
TOTAL REVENUES	63,115,722	0	0	63,115,722
EXPENDITURES:				0
1000 Certificated Salaries	23,274,520	406,000		23,680,520
2000 Classified Salaries	10,849,038			10,849,038
3000 Employee Benefits	13,014,726	81,574		13,096,300
4000 Books and Supplies	5,234,377			5,234,377
5000 Services and Operating Expenses	8,464,476			8,464,476
6000 Capital Outlay	169,000			169,000
7000 Other	494,681			494,681
TOTAL EXPENDITURES	61,500,819	487,574	0	61,988,393
OPERATING SURPLUS (DEFICIT)	1,614,903	(487,574)	0	1,127,329
OTHER SOURCES AND TRANSFERS IN				0
OTHER USES AND TRANSFERS OUT	150,342			150,342
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	1,464,560	(487,574)	0	976,987
BEGINNING BALANCE	1,104,179			1,104,179
CURRENT YEAR-ENDING BALANCE	2,568,739	(487,574)	0	2,081,165
COMPONENTS OF ENDING BALANCE:				
Nonspendable (9711-9719)	50,000			50,000
Restricted (9740)	314,638			314,638
Committed (9750/9760)				0
Assigned (9780)	354,565	(487,574)	0	(133,009)
Reserve Economic Uncertainties (9789)	1,849,535			1,849,535
Unassigned/Unappropriated (9790)	1			1

If the total amount of the adjustment in Column 2 does not agree with the amount of the total cost shown on page 1, please explain:

*This supplement is a composite recap of "all" the bargaining agreements shown on the preceding pages.

DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT

GENERAL INSTRUCTIONS

- Please submit this form to the county superintendent of schools and make available to the public for review at least ten (10) working days prior to the date the governing board will take action on the proposed bargaining agreement.

- Separate documents must be completed for each collective bargaining agreement, but if more than one agreement is discussed at the same time, you may summarize the financial impact of "all" agreements on page 4 (supplement).

- Include, as applicable, *Cost Prior to Proposed Agreement, Current Year, Year 2 and Year 3* information for the period covered in the proposed agreement. For example, for a 2-year multi-year agreement, complete *Cost Prior to Proposed Agreement, Current Year* and *Year 2.*

- Any time a contract is reopened with a financial impact on "any area of compensation," a disclosure of the proposed agreement must be made.

- The specific manner in which the public is made aware of the proposed agreement and its availability for public inspection and review is at the discretion of the local district.

- The governing board shall adopt revisions to its budget needed in the current fiscal year to fulfill the terms of the collective bargaining agreement within 45 days of adoption (EC § 42142). Provide a copy of the board-approved budget revisions and board minutes to the county office. In addition, provide two expenditure reports generated by the district's financial system: one showing the budget by major object before the changes and a second showing the budget by major object after the changes.

- All revisions to the budget needed in the current fiscal year to meet the costs of the collective bargaining agreement shall be adopted no later than the statutory deadline for certification of the next interim report by the county superintendent of schools (GC § 3547.5, EC § 42131).

SPECIFIC INSTRUCTIONS FOR COMPLETION

PROPOSED CHANGE IN COMPENSATION

1. Step and Column

   a. Cost Prior to Proposed Agreement: Enter the total annual cost of all salaries for the bargaining unit prior to the proposed agreement. Remove any "one-time" bonuses or payments that were paid in prior year, if applicable.
   b. $: Enter the annual increase cost of *Step and Column* movement on the *Salary Schedule* for the affected bargaining unit.
   c. %: Divide the annual cost of *Step and Column*, Line 1(b), by the *Cost Prior to Proposed Agreement*, Line 1(a).

2. Salary Schedule

   a. Cost Prior to Proposed Agreement: Enter the amount from Line 1(a) plus Line 1(b).
   b. $: Enter the annual $ amount of the proposed change in the *Salary Schedule.*

3. Other Compensation

   Description: Indicate specific changes in *Other Compensation* for the current year. For example: 1% off schedule or $200/employee. For *Year 2* and *Year 3*, explain in "Comments" section, if applicable.

   a. Cost Prior to Proposed Agreement: Enter the amount from Line 2(a).
   b. $: Enter the annual amount of the proposed change in *Other Compensation*.
   c. %: Divide the amount by the *Cost Prior to the Proposed Agreement*, Line 3(a).

4. Statutory Benefits

   a. Cost Prior to Proposed Agreement: Enter the total prior year cost of *Statutory Benefits* of the bargaining unit prior to the proposed agreement. If applicable, exclude any "one-time" benefit costs that would not carry over to current year.
   b. $: Enter the amount of the proposed change in *Statutory Benefits* resulting from changes in *Salary Schedule, Step and Column*, and *Other Compensation* reported on Line 1(b) through Line 3(b).
   c. %: Divide Line 4(b) by the amount of dollars shown in *Cost Prior to Proposed Agreement*, Line 4(a).

5. Health/Welfare Benefits

   a. Cost Prior to Proposed Agreement: Enter the total annual cost of *Health/Welfare Benefits* of the bargaining unit prior to the proposed agreement. If applicable, exclude any "one-time" costs that would not carry over to current year.
   b. $: Enter the amount of the proposed change in *Health/Welfare Benefits*, resulting from the affected bargaining unit agreement.
   c. %: Divide Line 5(b) by the amount of dollars shown in *Cost Prior to Proposed Agreement* Line 5(a).

6. Total Compensation

   a. Cost Prior to Proposed Agreement: Total Lines 3(a), 4(a), and 5(a).
   b. $: Total Lines 1(b), 2(b), 3(b), 4(b), and 5(b).
   c. %: Divide the total by *Cost Prior to Proposed Agreement*, Line 6(a).

7. Total Number of Represented Employees

   Enter the total full-time equivalent (FTE) employees for the affected bargaining unit for each applicable year.

8. Total Compensation Cost for Average Employee

   a. Cost Prior to Proposed Agreement: Divide *Cost Prior to Proposed Agreement*, Line 6(a) by Prior Year FTE Employees, Line 7.
   b. $: Divide *Total Compensation*, Line 6(b) by FTE employees, Line 7, for each applicable year.
   c. %: Divide *Total Compensation Cost for Average Employee*, Line 8(b) by *Cost Prior to Proposed Agreement*, Line 8(a).

Amendment No. 1

MEMORANDUM OF UNDERSTANDING REGARDING COVID-19 CORONAVIRUS AND OPENING SCHOOLS FOR THE 2020-21 SCHOOL YEAR

The Memorandum of Understanding between San Ysidro School District ("District") and the San Ysidro Education Association ("SYEA") dated August 10, 2020 is hereby amended as follows:

1. **Section 2 (Personal Protective Equipment):**

    a. **Amend Section 2.06.1 (Face Coverings/Requirements/Masks) to read as follows:** The District shall also mandate that all students graded TK-8 wear masks and shall strongly encourage all students in preschool to wear a mask. Students in grades TK-8 who refuse to wear a mask may be referred to as distance learning-only instruction.

    b. **Amend Section 2.07 (Face Coverings/Requirements/Masks) to read as follows:** Face coverings are required to be worn properly (covering mouth and nose) at all times by all individuals on a school campus indoors or outdoors. This applies to all staff, all students in grades TK-8, all administrators, and any visitors on campus over two years of age.

2. **Section 3 (Adherence to Health Guidance):**

    a. **Add Section 3.07.1 (Student Lunch):** Throughout the duration of blended learning, student lunch shall be issued in accordance with the blended learning schedules included in Exhibit B.

    b. **Add Section 3.07.2 (Student Lunch):** Throughout the duration of blended learning, students shall receive breakfast during the designated break period in accordance with the blended learning schedules included in Exhibit B. Teachers shall be required to assist in the supervision of students during this breakfast break period. Unit members shall only supervise the students belonging to their individual class, unless they informally agree with another teacher to supervise students belonging to that teacher. Unit members shall not be responsible for food distribution. During food distribution, all safety guidelines - including but not limited to social distancing - shall be followed.

c. **Add Section 3.07.3 (Student Lunch):** In the event of a contingency schedule due to circumstances - such as but not limited to, unhealthy outside air conditions, electrical storms, or heat advisory - unit members may need to supervise their students indoors during breakfast break with social distancing measures in place. This shall not apply to non-hazardous circumstances such as light rain and drizzling. In these very rare circumstances, the Superintendent or designee shall determine and communicate to administrators and the SYEA President as soon as reasonably possible when such extreme circumstances occur that necessitate breakfast to be served in the classroom with teacher supervision. Unit members shall have the right to choose to stand at the doorway to establish distance and airflow while students are eating.

d. **Add Section 3.14.1 (Staff Meetings and Gatherings):** When elementary classroom teachers join an IEP meeting during the teacher prep/plan/check work/reach out to parents' portion of the day they shall be compensated at $30.00 per hour.

e. **Add Section 3.14.2 (Staff Meetings and Gatherings):** PD/DRS/Staff meetings shall not be held more than 2x per week for each grade level. The specific days of the week are to be determined by the site administrator. Friday Principal directed meetings shall be held in accordance with the 2020/2021 work calendar unless otherwise agreed to, by the site administrator in conjunction with the SYEA site rep.

3. **Section 5 (Leaves):**

Amend Section 5 to include the following:

The parties acknowledge that the benefits provided under Families First Coronavirus Relief Act (FFCRA) expired on December 31, 2020. The following benefits will remain in effect through May 31, 2021. This date may be extended by mutual agreement of the parties due to a widespread delay in the vaccination of unit members. All unit members shall be entitled to the leave balances referenced below regardless if they used any portion of FFCRA leave prior to January 1, 2021.

For unit member self-care - A unit member shall be able to use up to 10 work days of district provided COVID leave, if the unit member is:

1. Is unable to work due to government issued quarantine or isolation order related to COVID-19,
2. Has been advised to self-quarantine by a healthcare provider related to COVID-19 and is unable to work,
3. Is experiencing symptoms of COVID-19 and is seeking diagnosis and is unable to work.

This district provided COVID leave is in addition to whatever hours of available leave a member has already accumulated. The District may request verification prior to placing a unit member on paid COVID leave. After the 10 days of district provided COVID leave is exhausted, unit members may use their own accrued sick leave.

For unit members to care for others - A unit member shall be able to use up to **7** work days up to $200 per day and $1,400 total of district provided COVID leave, if the member is unable to work due to the need to care for:

1. A family member subject to government - or school - issued quarantine or isolation order related to COVID-19,
2. A family member who has been advised to self-quarantine by a healthcare provider related to COVID-19, or
3. A family member who is experiencing symptoms of COVID-19 and is seeking diagnosis.

This district provided COVID leave is in addition to whatever hours of available leave a member has already accumulated. The District may request verification prior to placing a unit member on paid COVID leave. After the 7 days of district-provided COVID leave is exhausted, unit members may use their own accrued sick leave.

Unit members who utilized their own hours of sick leave due to one of the COVID related reasons listed above during the period of January 1, 2021 through the execution date of this amendment shall have their balances restored.

The district will extend the ability for unit members to bring their minor children to district property consistent with the terms and conditions of the child waiver, through the duration of the distance learning only program.

4. **Section 6 (Transfer/Distance Learning/Blended Learning Assignments):**

   a. **Add Section 6.02.03:** The parties acknowledge that changes in assignments will be necessary during the 2020-2021 school year in order to make remote work accommodations under state or federal law. Any necessary changes to teacher assignments that result from these accommodations shall be made only to the extent necessary. SYSD shall discuss Phase III teaching assignments with SYEA at least 3 work days prior to unit member notification. Furthermore, once the schools return to pre-COVID operations, the district shall make every effort to return all unit members to their August 2020 assignments. The District reserves the right to make administrative transfers, in accordance with the collective bargaining agreement. SYSD will consult with SYEA as necessary to the extent possible.

5. **Section 7 (Pay and Benefits):**

a. **Add Section 7.03:** The District shall issue a one-time stipend for the amount of $600 to all bargaining unit members re-assigned to teach a combination of 2 or more grade levels. This also includes all new combination SPED assignments.

   The District shall make every effort to place any available tutors, instructional aides, support staff, etc. in combination classes first. This includes all combination SPED assignments. The unit members shall collaborate with the site administration to determine the type of support needed.

6. **Section 8 (Evaluation):**

   a. **Add Section 8.02:** The evaluation process for the 2020-2021 school year shall continue as scheduled as previously modified by the MOU. The District and SYEA understand the need to apply compassion to the evaluation process in light of the realities of the new paradigm.

   b. **Add Section 8.02.1:** Unit members that have attained permanent employment status who were on the 5 year cycle and are due to be evaluated in 2020-2021 school cannot be removed from the five-year cycle based on observations and evaluations that are conducted during the 2020-2021 school year.

   c. **Add Section 8.02.2:** If a unit member receives an unsatisfactory observation or evaluation, that unit member will have the right to schedule another observation to replace one of the existing observations. The results of the unsatisfactory observation or evaluation shall not influence the results of any new observation.

   d. **Add Section 8.02.3:** Any feedback that is negative in nature during an observation or evaluation in the 2020-2021 school year, shall not be used in any disciplinary action or proceedings. Furthermore, a disclaimer shall be placed at the bottom of the observation and evaluation forms, stating that the evaluation was done during distance learning/blended learning during the COVID-19 pandemic.

   e. **Add Section 8.02.4:** Unit members who received an assignment change for Phase III (in either grade level, subject matter, or school site) shall have the same administrator who did their first observation conduct the second observation and the final evaluation.

7. **Section 13 (Scheduling):**

   a. **Add Section 13.03:** January 6th, 2021 shall be a full teacher-prep day, in order to provide blended-learning teachers time to prepare their classrooms.

All bargaining unit members due to return on site for blended learning shall be tested for COVID-19 between December 19, 2020 and January 6, 2021. Verification of testing must be submitted to the District by January 6, 2021.

b. **Add Section 13.03:** January 7th and 8th shall follow the distance learning schedule for all students. Blended learning teachers shall be on site for their contractual work day beginning January 6, 2021. This will provide blended learning teachers with time to prepare their classrooms, their instructional materials, and to ensure their classrooms are set up to adequately maintain social distancing norms and safety protocols.

c. **Add Section 13.03:** Any necessary staff training (hand washing, etc.) shall occur in the staff meeting before blended learning begins.

8. **Section 14 (Instruction):**

a. **Add Section 14.03.01:** Once the district returns to blended learning during Phase III, unit members shall work on campus for the duration of their contract day unless they have an approved remote work accommodation on file with the HR Department. After the teaching in-person portion of the school day has finished, all unit members shall have the option to leave campus and work remotely until the end of contract time. Travel time shall occur during the unit member's duty-free lunch period and shall not interfere with contractual obligations. This duty-free lunch period shall not be affected, limited, nor impaired by any dismissal of students as they obtain their grab-and-go-lunches.

b. **Add Section 14.03.02:** The following unit member shall provide services to students in a virtual setting only for Specialized Academic Instruction (SAI) or Designated Instruction and Services (DIS): Language, Speech and Hearing Specialists, School Psychologist, Resource Specialist, Adapted Physical Education,, and School Social Worker.

c. **Add Section 14.03.03:** Staffing for Phase III distance and blended learning shall be configured in accordance with Article 9 of the collective bargaining agreement. Mainstreamed students shall be counted when configuring class cohorts for the purpose of complying with social distancing norms and safety protocols.

d. **Add Section 14.03.04:** For P.E. teachers doing blended learning, their classes shall be divided into no more than two cohorts at a time. They shall receive the assistance of an assigned school personnel during instructional time, barring employee absenteeism or an emergency situation. All safety procedures - including but not limited to social distancing - need to be in place to support the P.E. teachers in consideration of their class size. There shall be markings to indicate at least 12 feet between each cohort. Students shall not be permitted or required to change for P.E. The District shall continue to consult with SYEA during the planning of the logistics for P.E. instruction.

   PE teachers shall receive adequate support in preparation for in-person instruction. This support includes, but is not limited to:

   1. Utilizing stickers on the blacktop to identify roll call numbers at least 6 feet apart and replacing the stickers in a timely manner as needed due to wear, damage, or other issues. In the situation that there are insufficient stickers to place on the blacktops, the blacktops shall be painted to identify numbers at least 6 feet apart.
   2. Marking of the fields to have indicators for where 12 feet apart would be between where each cohort will be located.
   3. Assigned indoors spaces that are socially distanced to move students indoors during contingency schedules.

e. **Add Section 14.03.05:** In order to meet the ongoing needs of Multi-Disciplinary Assessments within the Special Education Department, the District shall solicit qualified volunteers to perform the in-person portion of the Multi-Disciplinary Assessments resuming as early as February 1, 2021. The following shall remain in effect until the District reopens for blended learning. The logistics - such as safety measures, the physical spaces designated for assessments, and administrative responsibilities - shall be conducted in the same manner as outlined in the previous agreement from fall 2020 MOU regarding these assessments.

   The following list of unit members who volunteer for this assignment shall receive an hourly stipend of $50 per hour for in-person assessment.

   1. School Psychologists
   2. Language, Speech and Hearing Specialists
   3. Adapted PE Teacher
   4. Special Day Class Teachers
   5. Resource Specialists
   6. School Social Worker
   7. School Nurse

To the extent that the District is unable to solicit sufficient qualified volunteers, it reserves the right to contract out the in-person portion of the Multi-Disciplinary Assessments. This does not set precedent for future out-sourcing of bargaining unit work.

The District acknowledges that unit members who do not volunteer for this assignment shall not be retaliated against or treated unfairly in any way.

f. **Add Section 14.10**: Should the district implement a Specialized Cohort model, the following shall occur:

1. The district shall solicit qualified volunteers to teach a Specialized Cohort of up to 14 students to be selected by the teacher.
2. The district shall ensure all other safety measures as outlined in the MOU and this amendment are in place.
3. Specialized Cohorts shall occur on site one day per week.
4. Unit members who volunteer to teach Specialized Cohorts shall not be required to follow the full distance learning schedule on that day and instead shall only be required to do a synchronous check-in with their distance learning students for the day.
5. Unit members who volunteer to teach Specialized Cohorts shall be paid $120 per one day worked on site per week.
6. Unit members will not be penalized in any way for not volunteering to teach Specialized Cohorts.

g. **Add Section 14.11:** The Phase III instructional schedules are set forth in Exhibit B.

Except as expressly amended herein, all other terms and conditions of the MOU shall remain in full force and effect.

Nothing in this agreement shall be considered precedent setting or the establishment of a past practice.

These amendments have been mutually agreed upon by the parties.

SYEA Representative	2/26/2021 Date	District Representative	2/26/2021 Date

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: March 11, 2021

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: AB1200 AND THE MEMORANDUM OF UNDERSTANDING WITH CERTIFICATED MANAGEMENT

BACKGROUND INFORMATION:
This Memorandum of Understanding is related to the legally required 2020-21 Multi-Disciplinary Assessments which are conducted in-person. Due to the COVID-19 pandemic and the school closures, it was necessary to have staff conduct these assessments in order to remain in compliance and provide students with special education needs with the services they are entitled to.

Staff assigned included two Lead Psychologists who performed these in-person assessments from October 2020 through the reopening of schools received a stipend to commensurate with the SYEA agreement regarding in-person assessments.

RECOMMENDATION:
Approve/Ratify the submittal of AB1200 to the San Diego County Office of Education and the Memorandum of Understanding with two Certificated Management staff to provide required 2020-21 Multi-Disciplinary Assessments.

LCAP GOAL AND ACTION/SERVICE (please indicate):

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

Financial Implications?	Are funds for this item available in the 2020-2021 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

2020-2021	
$32,424.84	CARES ACT and ESSER Funds
(Amount)	(Name of funding source and/or location)

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

Disclosure of Collective Bargaining Agreement

In Accordance with AB 1200 (Statutes of 1991, Chapter 1213);
GC § 3547.5 (Statutes of 2004, Chapter 52)

San Ysidro School District

Name of Bargaining Unit: Certificated Management Certificated: X Classified: _____

The proposed agreement covers the period: Beginning: 10-01-2020 Ending: 06-30-2021

This agreement will be acted upon by the Governing Board at its meeting on: March 11, 2021 (Date)

A. Proposed Change in Compensation

Compensation	Cost Prior to Proposed Agreement 12-14-2020 (a) $	Fiscal Impact of Proposed Agreement					
		Current Year 2020-2021		Year 2 2021-2022		Year 3 2022-2023	
		(b) $	(c) %	(b) $	(c) %	(b) $	(c) %
1. **Step & Column** - Increase (Decrease) due to movement plus any changes due to settlement	$3,100,377.00	$0.00	0.00%	$62,007.54	2.00%	$63,247.69	2.00%
2. **Salary Schedule** - Increase (Decrease)	$3,100,377.00	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%
3. **Other Compensation** - Increase (Decrease) in Stipends, Bonuses, etc.	$3,100,377.00	$27,000.00	0.87%		0.00%	$0.00	0.00%
4. **Statutory Benefits** - Increase (Decrease) in STRS, PERS, FICA, WC, UI, Medicare, etc.	$726,647.72	$5,424.84	0.75%	$13,047.63	1.78%	$13,308.58	1.79%
5. **Health/Welfare Benefits** - Increase (Decrease)	$247,000.00	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%
6. **Total Compensation** - Increase (Decrease) Total Lines 3(a), 4(a), 5(a)	$4,074,024.72	$32,424.84	0.80%	$75,055.17	1.83%	$76,556.27	1.83%
7. **Total Number of Represented Employees**	26.00	26.00		26.00		26.00	
8. **Total Compensation Cost for Average Employee** - Increase (Decrease)	$156,693.26	$1,247.11	0.80%	$2,886.74	1.83%	$2,944.47	1.83%

Impact on other Funds: No impact on other funds

A. Provide a brief narrative of the proposed change in compensation, including percentage change(s), effective date(s), and comments and explanations as necessary:

Employee (2 Lead Psychologists) shall receive a stipend of $1,500 per month for in-person assessments completed from October 2020 through the reopening of schools. This stipend is commensurate to the agreement with SYEA regarding in-person assessments.

b. **Proposed Negotiated Changes in Non-Compensation Items** (class size adjustments, staff development days, teacher prep time, etc.)

No proposed negotiated changes in non-compensation items.

C. What are the specific impacts on instructional/support programs to accommodate the settlement? Include the impact of non-negotiated changes such as staff reductions and program reductions/eliminations.

No specific impacts on instructional/support programs to accommodate the settlement.

D. What contingency language is included in the proposed agreement? Include specific areas identified for reopeners, applicable fiscal years, and specific contingency language.
This is a one-time, non-precedent setting MOU and shall not be used in any further actions.

E. Source of Funding for Proposed Agreement

1. The cost of this MOU will be funded by ESSER and CARES funds.

2. How will the ongoing cost of the proposed agreement be funded in future years?

Provisions of this MOU will be effective October 1, 2020 – June 30, 2021.

3. If multi-year agreement, what is the source of funding, including assumptions used, to fund these obligations in future years? (Remember to include compounding effects in meeting obligations)

This is not a multi-year agreement.

F. Impact of Proposed Agreement on Current Year Unrestricted Reserves

1. State Reserve Standard

a. Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	$61,651,162
b. State Standard Minimum Reserve Percentage for this District	3.00%
c. Projected P-2 ADA	4,211.37
d. State Standard Minimum Reserve Amount for this District *(Line 1a times Line 1b, or $50,000, whichever is greater, for a district with less than 1,001 ADA)*	$1,849,534.85

2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

a. General Fund Budgeted Unrestricted Designated for Economic Uncertainties	$1,849,535.00
b. General Fund Budgeted Unrestricted Unappropriated Amount	$0.38
c. Special Reserve Fund 17-Bugeted Designated for Economic Uncertainties	$0.00
d. Special Reserve Fund 17-Budgeted Unappropriated Amount	$0.00
e. Total District Budgeted Unrestricted Reserves	$1,849,535.38

3. Do unrestricted reserves meet the state standard minimum reserve amount? **Yes** No

G. Certification

The information provided in this document summarized the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement in accordance with the requirements of AB 1200 and Government Code § 3547.5.

We hereby certify that the costs incurred by the school district under this agreement can be met by the district during the term of the agreement.

Gina A. Poll — 3/3/2021

District Superintendent (Signature) — Date

Marilyn Adrianzen — 3/3/2021

Chief Business Official (Signature) — Date

Contact Person: Marilyn Adrianzen Telephone No.: (619) 428-4476

Supplement

H. Impact of Proposed Agreement on Current Year Operating Budget*

Date of governing board approval of budget revisions in Col. 2: March 11, 2021
in accordance with Education Code § 42142 and Government Code § 3547.5

Provide a copy of board-approved budget revisions and board minutes. In addition, provide two expenditure reports generated by the district's financial system: one showing the budget by major object before the changes and a second showing the budget by major object after the changes.

If the board-approved revisions are different from the proposed budget adjustments in Col. 2, provide a revised report upon approval of the district governing board.

	(Col. 1) Latest Board-Approved Budget Before Settlement as of 12/14/2020	(Col. 2) Adjustments as a Result of Settlement	(Col. 3) Other Revisions	(Col. 4) (Cols. 1 + 2 + 3) Total Impact on Budget
REVENUES:				
Revenue Limit Sources (8010-8099)	45,530,104			45,530,104
Remaining Revenues (8100-8799)	17,585,618			17,585,618
TOTAL REVENUES	63,115,722	0	0	63,115,722
EXPENDITURES:				0
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2000 Classified Salaries	10,849,038			10,849,038
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TOTAL EXPENDITURES	61,500,819	32,425	(32,425)	61,500,819
OPERATING SURPLUS (DEFICIT)	1,614,903	(32,425)	32,425	1,614,903
OTHER SOURCES AND TRANSFERS IN				0
OTHER USES AND TRANSFERS OUT	150,342			150,342
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	1,464,560	(32,425)	32,425	1,464,560
BEGINNING BALANCE	1,104,179			1,104,179
CURRENT YEAR-ENDING BALANCE	2,568,739	(32,425)	32,425	2,568,739
COMPONENTS OF ENDING BALANCE:				
Nonspendable (9711-9719)	50,000			50,000
Restricted (9740)	314,638			314,638
Committed (9750/9760)				0
Assigned (9780)	354,565	(32,425)	32,425	354,565
Reserve Economic Uncertainties (9789)	1,849,535			1,849,535
Unassigned/Unappropriated (9790)	1			1

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- Please submit this form to the county superintendent of schools and make available to the public for review at least ten (10) working days prior to the date the governing board will take action on the proposed bargaining agreement.

- Separate documents must be completed for each collective bargaining agreement, but if more than one agreement is discussed at the same time, you may summarize the financial impact of "all" agreements on page 4 (supplement).

- Include, as applicable, *Cost Prior to Proposed Agreement, Current Year, Year 2 and Year 3* information for the period covered in the proposed agreement. For example, for a 2-year multi-year agreement, complete *Cost Prior to Proposed Agreement, Current Year* and *Year 2.*

- Any time a contract is reopened with a financial impact on "any area of compensation," a disclosure of the proposed agreement must be made.

- The specific manner in which the public is made aware of the proposed agreement and its availability for public inspection and review is at the discretion of the local district.

- The governing board shall adopt revisions to its budget needed in the current fiscal year to fulfill the terms of the collective bargaining agreement within 45 days of adoption (EC § 42142). Provide a copy of the board-approved budget revisions and board minutes to the county office. In addition, provide two expenditure reports generated by the district's financial system: one showing the budget by major object before the changes and a second showing the budget by major object after the changes.

- All revisions to the budget needed in the current fiscal year to meet the costs of the collective bargaining agreement shall be adopted no later than the statutory deadline for certification of the next interim report by the county superintendent of schools (GC § 3547.5, EC § 42131).

SPECIFIC INSTRUCTIONS FOR COMPLETION

PROPOSED CHANGE IN COMPENSATION

1. Step and Column

   a. Cost Prior to Proposed Agreement: Enter the total annual cost of all salaries for the bargaining unit prior to the proposed agreement. Remove any "one-time" bonuses or payments that were paid in prior year, if applicable.
   b. $: Enter the annual increase cost of *Step and Column* movement on the *Salary Schedule* for the affected bargaining unit.
   c. %: Divide the annual cost of *Step and Column*, Line 1(b), by the *Cost Prior to Proposed Agreement*, Line 1(a).

2. Salary Schedule

   a. Cost Prior to Proposed Agreement: Enter the amount from Line 1(a) plus Line 1(b).
   b. $: Enter the annual $ amount of the proposed change in the *Salary Schedule.*

3. Other Compensation

   Description: Indicate specific changes in *Other Compensation* for the current year. For example: 1% off schedule or $200/employee. For *Year 2* and *Year 3*, explain in "Comments" section, if applicable.

   a. Cost Prior to Proposed Agreement: Enter the amount from Line 2(a).
   b. $: Enter the annual amount of the proposed change in *Other Compensation.*
   c. %: Divide the amount by the *Cost Prior to the Proposed Agreement*, Line 3(a).

4. Statutory Benefits

   a. Cost Prior to Proposed Agreement: Enter the total prior year cost of *Statutory Benefits* of the bargaining unit prior to the proposed agreement. If applicable, exclude any "one-time" benefit costs that would not carry over to current year.
   b. $: Enter the amount of the proposed change in *Statutory Benefits* resulting from changes in *Salary Schedule, Step and Column*, and *Other Compensation* reported on Line 1(b) through Line 3(b).
   c. %: Divide Line 4(b) by the amount of dollars shown in *Cost Prior to Proposed Agreement*, Line 4(a).

5. Health/Welfare Benefits

   a. Cost Prior to Proposed Agreement: Enter the total annual cost of *Health/Welfare Benefits* of the bargaining unit prior to the proposed agreement. If applicable, exclude any "one-time" costs that would not carry over to current year.
   b. $: Enter the amount of the proposed change in *Health/Welfare Benefits*, resulting from the affected bargaining unit agreement.
   c. %: Divide Line 5(b) by the amount of dollars shown in *Cost Prior to Proposed Agreement* Line 5(a).

6. Total Compensation

   a. Cost Prior to Proposed Agreement: Total Lines 3(a), 4(a), and 5(a).
   b. $: Total Lines 1(b), 2(b), 3(b), 4(b), and 5(b).
   c. %: Divide the total by *Cost Prior to Proposed Agreement*, Line 6(a).

7. Total Number of Represented Employees

   Enter the total full-time equivalent (FTE) employees for the affected bargaining unit for each applicable year.

8. Total Compensation Cost for Average Employee

   a. Cost Prior to Proposed Agreement: Divide *Cost Prior to Proposed Agreement*, Line 6(a) by Prior Year FTE Employees, Line 7.
   b. $: Divide *Total Compensation*, Line 6(b) by FTE employees, Line 7, for each applicable year.
   c. %: Divide *Total Compensation Cost for Average Employee*, Line 8(b) by *Cost Prior to Proposed Agreement*, Line 8(a).

Memorandum of Understanding
Between
Rick Quintana
And
San Ysidro School District

2020-2021 Multi-Disciplinary Assessments

This agreement is between the San Ysidro School District ('District') and Rick Quintana ('Employee'). Due to the COVID-19 pandemic, the District was behind on its legally required Multi-Disciplinary Assessments. Therefore, in order to remain in compliance and to provide our students with special education needs with the services they are entitled to, we hereby mutually agree to the following:

1. Employee shall receive a stipend of $1,500 per month for in-person assessments completed from October 2020 through the reopening of schools. This stipend is commensurate to the agreement with SYEA regarding in-person assessments.

2. The District shall ensure all COVID safety protocols are followed throughout the duration of in-person assessments.

3. This is a one-time, non-precedent setting MOU and shall not be used in any further actions.

For Employee:

Rick Quintana

Rick Quintana, Lead Psychologist

Date: 2/26/2021

For the District:

Linda Gonzales, Executive Director of HR

Date: 02/25/2021

4350 Otay Mesa Road San Ysidro, CA 92173

(619) 428-4476 Ext. 3013 • Fax (619) 662-1823 • linda.gonzales@sysdschools.org

San Ysidro School District "programs, activities, and practices shall be free from unlawful discrimination, including discrimination against an individual or group based on race, color, ancestry, nationality, national origin, ethnic group identification, age, religion, marital, pregnancy, or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity or expression, or genetic information; a perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics. District programs and activities shall also be free of any racially derogatory or discriminatory school or athletic team names, mascots, or nicknames." Board Policy 0410

Memorandum of Understanding
Between
Denise Villezcas
And
San Ysidro School District

2020-2021 Multi-Disciplinary Assessments

This agreement is between the San Ysidro School District ('District') and Denise Villezcas ('Employee'). Due to the COVID-19 pandemic, the District was behind on its legally required Multi-Disciplinary Assessments. Therefore, in order to remain in compliance and to provide our students with special education needs with the services they are entitled to, we hereby mutually agree to the following:

1. Employee shall receive a stipend of $1,500 per month for in-person assessments completed from October 2020 through the reopening of schools. This stipend is commensurate to the agreement with SYEA regarding in-person assessments.

2. The District shall ensure all COVID safety protocols are followed throughout the duration of in-person assessments.

3. This is a one-time, non-precedent setting MOU and shall not be used in any further actions.

For Employee:

Denise Villezcas, Lead Psychologist

Date: 2/25/2021

For the District:

Linda Gonzales, Executive Director of HR

Date: 02/25/2021

4350 Otay Mesa Road San Ysidro, CA 92173
(619) 428-4476 Ext. 3013 • Fax (619) 662-1823 • linda.gonzales@sysdschools.org

San Ysidro School District "programs, activities, and practices shall be free from unlawful discrimination, including discrimination against an individual or group based on race, color, ancestry, nationality, national origin, ethnic group identification, age, religion, marital, pregnancy, or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity or expression, or genetic information; a perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics. District programs and activities shall also be free of any racially derogatory or discriminatory school or athletic team names, mascots, or nicknames." Board Policy 0410

CURRICULUM & INSTRUCTION

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: March 11, 2021

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

FROM:
Special Education Department
Oscar Madera, Director

☐ Informational
☒ Action

AGENDA ITEM: EXTENDED SCHOOL YEAR 2021 WAIVER

BACKGROUND INFORMATION:

Ed Code or *CCR* to Waive: 3043 Extended School Year (ESY) services shall be provided for each individual with exceptional needs who has unique needs and requires special education and related services in excess of the regular academic year. Such individuals shall have disabilities which are likely to continue indefinitely or for a prolonged period, and interruption of the pupil's educational programming may cause regression, when coupled with limited recoupment capacity, rendering it impossible, or unlikely that the pupil will attain the level of self-sufficiency and independence that would otherwise be expected in view of his or her disability condition. The lack of clear evidence of such factors may not be used to deny an individual an extended school year program if the Individualized Education Program (IEP) team determines the need for such a program and includes ESY in the IEP pursuant to subsection (f).

The Special Education Department recommends that the Governing Board approves the request to provide ESY services for fewer than 20 days with the condition that 60 instructional hours or more be provided to the preschool program, and 80 instructional hours or more be provided to the K-Adult program. A minimum of 76 hours of instruction may be provided to K-Adult if a holiday is included. Also, special education and related services offered during the extended year period must be comparable in standards, scope, and quality to the special education program offered during the regular academic year as required by *California Code of Regulations,* Title 5, (5 *CCR*), Section 3043(d).

RECOMMENDATION:

Approve the Waiver for Extended School Year 2021 to reduce the number of instructional days provided to special education students.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement ~ Action 1.21: Continue to provide site and/or district based academic intervention programs to serve the districts subgroups (i.e., English Learners, Low Income, Students with Disabilities, etc.) and educationally disadvantaged students in program improvement schools. Personnel (e.g., instructional aides) may be hired to support in-class interventions for all student subgroups and educationally disadvantaged students at all school sites.

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

Financial Implications?	Are funds for this item available in the 2020-2021 Budget?	Requisition #
☐ Yes ☒ No	☐ Yes ☒ No	

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

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

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: March 11, 2021

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

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

☐ Informational
☒ Action

AGENDA ITEM: STUDENT PARTICIPATION IN THE 28TH ANNUAL ADELANTE MUJER CONFERENCE

BACKGROUND INFORMATION:
It is the commitment of Adelante Mujer Conference to promote Latina's rights to determine their own destiny through personal, cultural, academic, and professional development. The purpose of this conference is to encourage Latinas to continue their education, pursue non-traditional career paths, establish a network of Latina professionals who can provide support and encouragement, expose to successful role models in a wide variety of occupation through numerous workshops and inspiring guest speakers, raise self-esteem and empower all participating in making positive decision toward economic self-sufficiency.

Female Students in grades 6th – 8th and their parents/guardians from all our schools will have the opportunity to participate in the Adelante Mujer Conference on Saturday March 6, 2021 via Hopin Virtual Platform sponsored by UC San Diego. Due to the current unprecedented circumstances, the Adelante Mujer Conference organization has made changes to the schedule and format of the conference for this year. Also, registration fees will be waived for 2021.

RECOMMENDATION:
Approve/Ratify the participation of female students in grades 6th to 8th and their mothers/guardians to the 28th Annual Adelante Mujer Virtual Conference on Saturday, March 6, 2021 at no cost to the District.

LCAP GOAL AND ACTION/SERVICE:
Goal 1: Student Achievement – Action 1.9 – College and Career Readiness and 21st Century learning.
Goal 3: Parent Engagement – Action 3.7 Provide professional development opportunities for parents to learn about the educational system and how they can support their children.

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

Financial Implications?	Are funds for this item available in the 2020-2021 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

- **SAVE the DATE** -

28th Annual

Adelante Mujer

Virtual Conference

Inspiring youth through virtual career workshops and presentations

Theme: "Using Your Voice"

Saturday, March 6, 2021

10:00 a.m. – 12:30 p.m.

Hopin Virtual Platform

sponsored by UC San Diego

Registration Now Open. *Click HERE to register*

Sweetwater Union High School District
Conference Co-Chairs:

Aimee Cuellar-Martinez
Sweetwater High School

Isabel Velazquez-Sandoval
Castle Park Middle School

http://www.southbayadelantemujer.com/

Sweetwater Union High School District programs and activities shall be free from discrimination based on age, gender, gender identity or expression, or genetic information, sex, race, color, religion, ancestry, national origin, ethnic group identification, marital or parental status, physical or mental disability, sexual orientation; the perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics.
SUHSD Board Policy 0410

- Aparte la Fecha -

Vigésimo Octavo Aniversario de la Conferencia Virtual

Adelante Mujer

Inspirando a jóvenes a explorar carreras por medio de talleres y presentaciones virtuales.

Tema: "Usar tu voz"

sábado, 6 de marzo del 2021

10:00 a.m. – 12:30 p.m.

Plataforma Virtual Hopin

patrocinado por UC San Diego

Registro ahora abierto. Haz clic AQUI para registrarte.

Copresidentes de la Conferencia del Distrito Escolar Sweetwater:

http://www.southbayadelantemujer.com/

Aimee Cuellar-Martínez
Sweetwater High School

Isabel Velazquez-Sandoval
Castle Park Middle School

Los programas y actividades del distrito Sweetwater Union High School District estarán libres de discriminación basada en edad, género, identidad o expresión de género, o información genética, sexo, raza, color, religión, ascendencia, origen nacional, identificación con un grupo étnico, estado civil, discapacidad física o mental, orientación sexual; o por la percepción de una o más de dichas características, o la asociación con una persona o grupo con una o más de dichas características percibidas o reales. Política 0410 del Consejo de SUHSD

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: March 11, 2021

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

FROM:
Educational Services,
Cynthia Gonzalez, Executive Director

☐ Informational
☒ Action

AGENDA ITEM: PROFESSIONAL DEVELOPMENTS – MARCH

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

The following is a list of professional developments up for the March 11, 2021 Board meeting:
- An Interpreter's Guide to Special Education Assessments ~ Revised ~
- Federal Basis for Title III Programs
- **General Unemployment – Live Webinars**
- Learning Without Tears, Pre-K Virtual Workshop
- **Solutions Training – CaseBuilder 101**

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 – Action 1.14: Provide professional development opportunities to improve teaching and learning in the areas of English Language Arts (ELA), English Language Development (ELD), Mathematics, Science, and Social Studies. Professional development includes training specifically designed to address the achievement gap for students with disabilities.

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

Financial Implications?	Are funds for this item available in the 2020-2021 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

APPROXIMATE COST	
$870.00	General and COVID Relief Fund
(Amount)	(Name of funding source and/or location)

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

Professional Development Backup Information – March 11, 2021

PARTICIPANT(S)	EVENT	PLACE	FROM/TO	COST	FUNDING
Elmy Flores, Pablo Sainz	An Interpreter's Guide to Special Education Assessments ~ Revised ~	Online	January 25, 2021 February 1, 8 & 15, 2021	$170.00	General Fund
Nadia Aviles	Federal Basis for Title III Programs	Online	February 18, 2021	$0	No Cost
Alexis Tapia, Yadira Diaz	General Unemployment – Live Webinars	Online	March 3, 11, 16, 23 & 26, 2021	$0	No Cost
Desiree Arias, Ana Veronica Trattner	Learning Without Tears, Pre-K Virtual Workshop	Online	March 23, April 23 and 27, 2021	$700.00	COVID Relief Fund
Alexis Tapia, Yadira Diaz	Solutions Training – CaseBuilder 101	Online	March 25, 2021	$0	No Cost

BUSINESS

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: March 11, 2021

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: PURCHASING REPORT

BACKGROUND INFORMATION:
In order for the District to conduct the educational programs, expenditures are necessary. The function of a purchase order is to receive pre-approval for expenditures and set aside funds before services are performed and goods are received. When possible, purchase orders are made estimating the amount to be used over the course of the school year. Purchase orders are created and approved in the Business Services Department in addition to requisitions created by sites and other departments.

Report #8 (February 2, 2021 through March 2, 2021): ▪ General Fund: 0000006977-0000006979, 0000006981-0000006982, 000000006984-0000007011, 0000007013, 0000007015-0000007034
▪ Child Development Fund: 0000007014 ▪ Child Nutrition Fund: 0000006980, 0000007012

RECOMMENDATION:
Approve/Ratify the following purchase orders incurred by the District during the period February 2, 2021 through March 2, 2021.

LCAP GOAL AND ACTION/SERVICE (please indicate):

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

Financial Implications?	Are funds for this item available in the 2020-2021 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

$600,285.85	As listed above
(Amount)	(Name of funding source and/or location)

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

PURCHASING REPORT

Period of February 2, 2021 to March 2, 2021

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
2/4/2021	0000006977	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	4300020	069	$ 12,499.49
2/4/2021	0000006978	000983	CASBO	REGISTRATION FEES	0100	0000000	5200003	071	$ 120.00
2/4/2021	0000006979	000809	OFFICE DEPOT	INSTRUCTIONAL SUPPLIES	0100	3220000	4300001	016	$ 1,100.13
2/4/2021	0000006981	004087	RGC GENERAL EMGINEERING INC	CONTRACTED SERVICES	0100	8150000	5600005	070	$ 5,449.00
2/4/2021	0000006982	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	4300020	069	$ 6,451.12
2/4/2021	0000006984	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	018	$ 129.24
2/4/2021	0000006985	004726	AUTO UPHOLSTERY MASTERS	CONTRACTED SERVICES	0100	0982000	5600005	074	$ 8,412.00
2/4/2021	0000006985	004726	AUTO UPHOLSTERY MASTERS	CONTRACTED SERVICES	0100	8150000	5600005	070	$ 1,799.00
2/4/2021	0000006986	004678	AMAZON.COM, INC.	TECHNOLOGY SUPPLIES	0100	0000000	4300002	067	$ 129.26
2/4/2021	0000006986	004678	AMAZON.COM, INC.	TECHNOLOGY SUPPLIES	0100	0000000	4300002	067	$ 129.26
2/5/2021	0000006987	0000000771	STUDIES WEEKLY, INC.	INSTRUCTIONAL MATERIAL	0100	3220000	4300001	018	$ 1,032.12
2/5/2021	0000006988	0000000545	ALLIANCE FOR AFRICAN ASSISTANCE	PROFESSIONAL SERVICES	0100	0000000	5800010	061	$ 500.00
2/5/2021	0000006989	0000000177	CSM CONSULTING INC.	PROFESSIONAL SERVICES	0100	0000000	5800010	067	$ 6,000.00
2/5/2021	0000006990	004678	AMAZON.COM, INC.	OFFICE SUPPLIES	0100	0000000	4300011	071	$ 85.41
2/9/2021	0000006991	001012	CDW GOVERNMENT LLC	TECHNOLOGY SUPPLIES	0100	0000000	4300002	067	$ 579.86
2/9/2021	0000006992	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	3220000	4300001	024	$ 578.62
2/9/2021	0000006993	001425	STATE WATER RESOURCES	ANNUAL PERMIT FEE	0100	8150000	5800006	070	$ 1,474.00
2/9/2021	0000006994	0000000760	CAL PACIFIC TRUCK CENTER ,LLC	CONTRACTED SERVICES	0100	0982000	5600005	074	$ 1,289.86
2/9/2021	0000006995	0000000760	CAL PACIFIC TRUCK CENTER ,LLC	CONTRACTED SERVICES	0100	0982000	5600005	074	$ 1,349.62
2/9/2021	0000006996	0000000390	DANNIS WOLIVER KELLEY	LEGAL FEES	0100	0000000	5800150	054	$ 10,464.00
2/10/2021	0000006997	002771	SMART & FINAL	INSTRUCTIONAL MATERIAL	0100	4127000	4300000	061	$ 300.00
2/11/2021	0000006998	0000000531	SUPERIOR RAIN GUTTERS AND AWNING, INC	CONTRACTED SERVICES	0100	8150000	5600005	070	$ 8,655.00
2/11/2021	0000006999	004701	TUCOR INC	MAINTENANCE SERVICE	0100	0000000	5600005	069	$ 620.00
2/11/2021	0000007000	004678	AMAZON.COM, INC.	OFFICE SUPPLIES	0100	0000000	4300011	064	$ 613.22
2/15/2021	0000007001	003573	R&L PERFORMANCE AUTO SERVICE	CONTRACTED SERVICES	0100	8150000	5600005	070	$ 5,528.82
2/15/2021	0000007002	003313	BEST BUY	INSTRUCTOINAL MATERIAL	0100	3220000	4400000	054	$ 2,152.85
2/16/2021	0000007003	004678	AMAZON.COM, INC.	COVID SUPPLIES	0100	3220000	4300000	080	$ 1,010.35
2/16/2021	0000007004	0000000651	LUCID8 LLC	CONTRACTED SERVICES	0100	0000000	5800006	067	$ 1,495.00
2/16/2021	0000007005	0000000083	SCHOOLS EXCESS LIABILITY FUND	CONTRACTED SERVICES	0100	0000000	5450000	071	$ 48,794.76
2/18/2021	0000007006	004678	AMAZON.COM, INC.	OFFICE SUPPLIES	0100	3220000	4300001	024	$ 1,481.69
2/18/2021	0000007007	001161	HOME DEPOT	OFFICE EQUIPMENT	0100	0000000	4400000	064	$ 2,132.37
2/18/2021	0000007008	004871	SOUTH BAY COMMUNITY SERVICES	PROFESSIONAL SERVICES	0100	3220000	5800010	061	$ 370,145.00
2/19/2021	0000007009	001822	BARNES AND NOBLE	INSTRUCTIONAL SUPPLIES	0100	3220000	4300001	018	$ 220.05
2/23/2021	0000007010	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	4127000	4300000	061	$ 2,490.14
2/24/2021	0000007011	0000000714	LEAVING THE VILLAGE LLC	REGISTRATION FEES	0100	3010000	4300001	025	$ 190.00
2/24/2021	0000007013	0000000267	MANO A MANO FOUNDATION	CONTRACTED SERVICES	0100	3010004	5800010	020	$ 4,000.00
2/24/2021	0000007015	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	3220000	4300001	024	$ 3,359.67
2/24/2021	0000007016	0000000772	ACADEMIC SUPPLIER	OFFICE SUPPLIES	0100	0000000	4300001	018	$ 1,250.59

PURCHASING REPORT

Period of February 2, 2021 to March 2, 2021

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
2/24/2021	0000007017	000058	DEMCO INC.	LIBRARY SUPPLIES	0100	3220000	4300001	016	$ 660.30
2/24/2021	0000007018	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	3220000	4300001	016	$ 1,498.03
2/25/2021	0000007019	004917	TEACHER SYNERGY LLC	INSTRUCTIONAL SUPPLIES	0100	3220000	4300001	018	$ 585.63
2/25/2021	0000007020	0000000574	ACCO ENGINEERED SYSTEMS, INC.	CONTRACTED SERVICES	0100	8150000	5600005	070	$ 3,740.30
2/25/2021	0000007021	0000000545	ALLIANCE FOR AFRICAN ASSISTANCE	PROFESSIONAL SERVICES	0100	0000000	5800010	061	$ 11,000.00
2/26/2021	0000007022	003410	ALPHA SMOG STATION	CONTRACTED SERVICES	0100	8150000	5600005	070	$ 118.25
2/26/2021	0000007023	003573	R&L PERFORMANCE AUTO SERVICE	CONTRACTED SERVICES	0100	8150000	5600005	070	$ 1,157.61
2/26/2021	0000007024	004678	AMAZON.COM, INC.	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	$ 486.56
2/26/2021	0000007025	000809	OFFICE DEPOT	INSTRCTUIONAL SUPPLIES	0100	3220000	4300001	024	$ 1,671.74
2/26/2021	0000007026	0000000775	KAPLAN EARLY LEARNING COMPANY	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	080	$ 860.92
2/26/2021	0000007027	003377	SOUTHWEST SCHOOL & OFFICE	COVID SUPPLIES	0100	3210000	4300000	010	$ 608.79
3/1/2021	0000007028	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	3220000	4300001	016	$ 1,055.89
3/1/2021	0000007029	000136	WAXIE SANITARY SUPPLY	COVID SUPPLIES	0100	3210000	4300020	010	$ 54,625.88
3/1/2021	0000007030	000809	OFFICE DEPOT	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	080	$ 224.97
3/1/2021	0000007031	000146	LAKESHORE	INSTRUCTIONAL SUPPLIES	0100	3220000	4300001	018	$ 209.80
3/1/2021	0000007032	004917	TEACHER SYNERGY LLC	INSTRUCTIONAL MATERIAL	0100	3220000	4300001	018	$ 515.99
3/1/2021	0000007033	004678	AMAZON.COM, INC.	INSTRUCTIONAL MATERIAL	0100	3220000	4300001	020	$ 1,220.59
3/1/2021	0000007034	000809	OFFICE DEPOT	INSTRUCTIONAL SUPPLIES	0100	3220000	4300001	018	$ 5,245.27
							Total for 0100		**$ 599,498.02**
2/24/2021	0000007014	0000000032	CORODATA RECORDS MANAGEMENT, INC.	OFFICE SUPPLIES	1200	6105000	4300001	076	$ 428.85
							Total for 1200		**$ 428.85**
2/4/2021	0000006980	000809	OFFICE DEPOT	OFFICE SUPPLIES	1300	5310000	4300011	085	$ 135.83
2/24/2021	0000007012	000809	OFFICE DEPOT	OFFICE SUPPLIES	1300	5310000	4300011	085	$ 223.15
							Total for 1300		**$ 358.98**
							Grand Total		**$ 600,285.85**

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: March 11, 2021

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: EXPENDITURE REPORT

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

The following are expenditures incurred by the District during the period of February 3, 2021 through March 1, 2021 with checks #14-748093 through #14-755452 for a total expenditure of $1,485,354.40 from the following sources:

General Fund - $1,340,798.29
Child Development Fund- $4,091.74
Child Nutrition Fund- $140,464.17

RECOMMENDATION:
Approve/Ratify the expenditures incurred by the District during the period of February 3, 2021 through March 1, 2021 for a total expenditure of $1,485,354.40

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 2020-2021 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

$1,485,354.40	Various (see above)
(Amount)	(Name of funding source and/or location)

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

Expenditure Report
2/3/21-3/1/21

Warrant ID	Name	Date	Amount	Fund	Description
14748093	WILLIAM H. SADLIER, INC	2/4/2021	2934.97	0100	INSTRUCTIONAL SUPPLIES
14748094	AZTEC CONTAINER	2/4/2021	1616.24	0100	CONTRACTED SERVICES
14748096	WINET PATRICK GAYER CREIGHTON	2/4/2021	5068.00	0100	LEGAL SERVICES
14748097	U.S. BANK	2/4/2021	2500.00	0100	PROFESSIONAL SERVICES
14748098	NAUMANN HOBBS MATERIAL	2/4/2021	709.70	0100	MAINTENANCE SERVICES
14748099	CAPITOL ADVISORS GROUP, LLC	2/4/2021	2000.00	0100	PROFESSIONAL SERVICES
14748100	AMBER ELLIOTT	2/4/2021	61.07	0100	MILEAGE
14748101	AARDVARK ANT & PEST CONTROL INC.	2/4/2021	590.00	0100	CONTRACTED SERVICES
14748102	MYSTERY SCIENCE INC.	2/4/2021	1249.00	0100	INSTRUCTIONAL LICENSE FEE
14748103	IXL LEARNING INC.	2/4/2021	1078.00	0100	INSTRUCTIONAL MATERIAL
14748104	TOM SILVA CONSULTING	2/4/2021	4087.50	0100	PROFESSIONAL SERVICES
14748105	CITY TREASURER	2/4/2021	9959.35	0100	UTILITIES
14748106	GRAINGER	2/4/2021	807.16	0100	MAINTENANCE SUPPLIES
14748107	SOUTH BAY FENCE, INC.	2/4/2021	18310.00	0100	CONTRACTED SERVICES
14748110	CDW GOVERNMENT LLC	2/4/2021	11590.20	0100	TECHNOLOGY SUPPLIES
14748111	REPUBLIC SERVICES	2/4/2021	7279.03	0100	UTILITIES
14748112	COMPLIANCE POSTER COMPANY	2/4/2021	567.46	0100	OFFICE SUPPLIES
14748114	PERMA BOUND PUB.	2/4/2021	1505.80	0100	INSTRUCTIONAL SUPPLIES
14748115	NAPA AUTO AND TRUCK PARTS	2/4/2021	144.01	0100	TRANSPORTATION SUPPLIES
14748116	ROCHESTER 100 INC.	2/4/2021	540.00	0100	INSTRUCTIONAL SUPPLIES
14748117	YMCA OF SAN DIEGO COUNTY	2/4/2021	153190.05	0100	PROFESSIONAL SERVICES
14748118	CABE SD SOUTH COUNTY	2/4/2021	350.00	0100	REGISTRATION FEES
14748119	SAN DIEGO COUNTY SUPERINTENDEN	2/4/2021	675.00	0100	REGISTRATION FEES
14748121	TEAMTALK NETWORK	2/4/2021	397.80	0100	CONTRACTED SERVICES
14748122	PRO POWER	2/4/2021	1543.15	0100	GROUNDS SUPPLIES
14748125	SIR SPEEDY PRINTING 02890	2/4/2021	6411.90	0100	PRINTING SUPPLIES
14748126	FOLLETT SCHOOL SOLUTIONS,INC	2/4/2021	213.74	0100	INSTRUCTIONAL SUPPLIES
14748127	SPARKLETTS	2/4/2021	32.43	0100	CONTRACTED SERVICES
14748128	TEACHER SYNERGY LLC	2/4/2021	3718.19	0100	INSTRUCTIONAL MATERIAL
14749493	)RODATA RECORDS MANAGEMENT, IN	2/8/2021	135.61	0100	CONTRACTED SERVICES
14749494	)RANGE COUNTY DEPT. OF EDUCATIOI	2/8/2021	87.10	0100	CONTRACTED SERVICES
14749495	NINYO & MOORE	2/8/2021	3006.00	0100	CONTRACTED SERVICES
14749496	CRISTINA D'OLEIRE	2/8/2021	8.96	0100	

Expenditure Report
2/3/21-3/1/21

Warrant ID	Name	Date	Amount	Fund	Description
14749497	GNTECH ELECTRICAL ADVERTISING, IN	2/8/2021	1364.18	0100	CONTRACTED SERVICES
14749498	DANNIS WOLIVER KELLEY	2/8/2021	877.50	0100	LEGAL SERVICES
14749499	DECLUES, BURKETT & THOMPSON, APC	2/8/2021	1320.95	0100	LEGAL FEES
14749500	CAL PACIFIC TRUCK CENTER ,LLC	2/8/2021	2597.67	0100	CONTRACTED SERVICES
14749501	EVERYDAY SPEECH LLC	2/8/2021	299.99	0100	INSTRUCTIONAL MATERIAL
14749502	EMCOR SERVICES MESA ENERGY	2/8/2021	105235.68	0100	CONTRACTED SERVICES
14749503	NAPA AUTO AND TRUCK PARTS	2/8/2021	29.12	0100	TRANSPORTATION SUPPLIES
14749504	EDUPOINT EDUCATIONAL SYSTEMS	2/8/2021	6365.00	0100	MAINTENANCE RENEWAL
14749505	BEST BEST & KRIEGER LLP	2/8/2021	6799.00	0100	LEGAL SERVICES
14750433	P.I.P.S.	2/11/2021	74440.66	0100	PROFESSIONAL SERVICES
14750434	FRANCISCO MATA	2/11/2021	39.87	0100	
14750435	MRC SMART TECHNOLOGY SOLUTIONS	2/11/2021	7073.89	0100	MAINTENANCE AGREEMENT
14750436	CSM CONSULTING INC.	2/11/2021	3000.00	0100	PROFESSIONAL SERVICES
14750437	EBS - EDUATIONAL BASED SERVICES	2/11/2021	9120.00	0100	PROFESSIONAL SERVICES
14750438	MAXIM HEALTHCARE SERVICES, INC	2/11/2021	2340.00	0100	PROFESSIONAL SERVICES
14750439	HORIZON DISTRIBUTORS	2/11/2021	1890.66	0100	CONTRACTED SERVICES
14750440	ALLIANCE FOR AFRICAN ASSISTANCE	2/11/2021	140.00	0100	PROFESSIONAL SERVICES
14750441	CAL PACIFIC TRUCK CENTER ,LLC	2/11/2021	2333.96	0100	CONTRACTED SERVICES
14750442	NATIONAL AUTISM RESOURCES, INC.	2/11/2021	150.82	0100	INSTRUCTIONAL SUPPLIES
14750443	DEMCO INC.	2/11/2021	586.13	0100	LIBRARY SUPPLIES
14750444	MONICA YRINEO	2/11/2021	16.55	0100	
14750446	JOHNSON CONTROLS	2/11/2021	12228.92	0100	CONTRACTED SERVICES
14750447	ASELTINE SCHOOL	2/11/2021	4541.38	0100	NON-PUBLIC SERVICES
14750448	PERMA BOUND PUB.	2/11/2021	9960.32	0100	INSTRUCTIONAL SUPPLIES
14750449	COOLE SCHOOL	2/11/2021	53.97	0100	INSTRUCTIONAL SUPPLIES
14750450	PROFESSIONAL TUTORS OF AMERICA	2/11/2021	1660.00	0100	PROFESSIONAL SERVICES
14750451	SAN YSIDRO SCHOOL DISTRICT	2/11/2021	2801.14	0100	
14750452	IMAGINE LEARNING INC	2/11/2021	15000.00	0100	CONTRACTED SERVICES
14750453	GALLAGHER BENEFIT SERVICES, INC	2/11/2021	438.60	0100	PROFESSIONAL SERVICES
14750454	SCHOOL OUTFITTERS	2/11/2021	709.60	0100	INSTRUCTIONAL SUPPLIES
14750455	AMAZON.COM, INC.	2/11/2021	27076.50	0100	INSTRUCTIONAL SUPPLIES
14751706	NTT AMERICA SOLUTIONS, INC	2/16/2021	1480.00	0100	CONTRACTED SERVICES
14751707	BMR HEALTH SERVICES, INC	2/16/2021	28364.40	0100	PROFESSIONAL SERVICES

Expenditure Report
2/3/21-3/1/21

Warrant ID	Name	Date	Amount	Fund	Description
14751708	MAXIM HEALTHCARE SERVICES, INC	2/16/2021	31785.00	0100	PROFESSIONAL SERVICES
14751709	U.S. BANK	2/16/2021	5000.00	0100	PROFESSIONAL SERVICES
14751710	AARDVARK ANT & PEST CONTROL INC.	2/16/2021	782.00	0100	CONTRACTED SERVICES
14751711	WLC ARCHITECTS INC	2/16/2021	7500.00	0100	CONTRACTED SERVICES
14751712	CORWIN	2/16/2021	2615.00	0100	PROFESSIONAL SERVICES
14751713	PARADIGM HEALTHCARE SERVICES	2/16/2021	5405.00	0100	CONTRACTED SERVICES
14751714	THE INSTITUTE FOR EFFECTIVE	2/16/2021	8599.17	0100	PROFESSIONAL SERVICES
14751715	HOME DEPOT	2/16/2021	1499.72	0100	CUSTODIAL SUPPLIES
14751716	STATE WATER RESOURCES	2/16/2021	1474.00	0100	ANNUAL PERMIT FEE
14751717	FERGUSON ENTERPRISES,INC#1350	2/16/2021	97270.09	0100	COVID EQUIPMENT
14751718	PERMA BOUND PUB.	2/16/2021	21869.84	0100	INSTRUCTIONAL SUPPLIES
14751719	HD SUPPLY FACILITIES	2/16/2021	1258.85	0100	MAINTENANCE SUPPLIES
14751720	TUCOR INC	2/16/2021	620.00	0100	MAINTENANCE SERVICE
14751721	ABA EDUCATION FOUNDATION	2/16/2021	1500.00	0100	PROFESSIONAL SERVICES
14751722	DOUGLAS W SMITH	2/16/2021	1270.00	0100	CONTRACTED SERVICES
14752487	DIANA FLORES	2/18/2021	42.12	0100	REIMBURSEMENT
14752488	CORWIN	2/18/2021	398.00	0100	REGISTRATION FEES
14752489	CDW GOVERNMENT LLC	2/18/2021	21152.22	0100	TECHNOLOGY EQUIPMENT
14752490	BENCHMARK EDUCATION COMPANY	2/18/2021	18337.97	0100	INSTRUCTIONAL SUPPLIES
14752492	R&L PERFORMANCE AUTO SERVICE	2/18/2021	5528.82	0100	CONTRACTED SERVICES
14753328	SCHOOLS EXCESS LIABILITY FUND	2/22/2021	48794.76	0100	CONTRACTED SERVICES
14753329	MAXIM HEALTHCARE SERVICES, INC	2/22/2021	13104.00	0100	PROFESSIONAL SERVICES
14753330	DANNIS WOLIVER KELLEY	2/22/2021	10464.00	0100	LEGAL FEES
14753331	AMPLIFIED IT, LLC	2/22/2021	9321.48	0100	CONTRACTED SERVICES
14753332	IXL LEARNING INC.	2/22/2021	898.00	0100	INSTRUCTIONAL MATERIAL
14753333	GORM, INC.	2/22/2021	4643.92	0100	COVID SUPPLIES
14753334	BLINDSPOT COLLECTIVE	2/22/2021	1050.00	0100	CONTRACTED SERVICES
14753335	NATIVE INTERPRETING	2/22/2021	85.00	0100	REGISTRATION FEES
14753336	BEAR COMMUNICATIONS, INC.	2/22/2021	4369.26	0100	OFFICE SUPPLIES
14753337	CITY TREASURER	2/22/2021	9585.12	0100	UTILITIES
14753338	COURTNEY TIRE SERVICE	2/22/2021	887.50	0100	MAINTENANCE SUPPLIES
14753339	MCGRAW-HILL	2/22/2021	6134.42	0100	INSTRUCTIONAL SUPPLIES
14753340	SCHOOL SPECIALTY	2/22/2021	1679.85	0100	INSTRUCTIONAL SUPPLIES

Expenditure Report
2/3/21-3/1/21

Warrant ID	Name	Date	Amount	Fund	Description
14753341	SPRINT	2/22/2021	4475.15	0100	CONTRACTED SERVICES
14753342	ORIENTAL TRADING COMPANY, INC.	2/22/2021	251.40	0100	INSTRUCTIONAL SUPPLIES
14753343	WILLY'S ELECTRONIC SUPPLY CO.	2/22/2021	276.12	0100	TECHNOLOGY SUPPLIES
14753344	A-Z BUS SALES, INC.	2/22/2021	21.25	0100	CONTRACTED SERVICES
14753345	NAPA AUTO AND TRUCK PARTS	2/22/2021	239.89	0100	MAINTENANCE SUPPLIES
14753346	SMART & FINAL	2/22/2021	42.99	0100	INSTRUCTIONAL MATERIAL
14753348	BEST BUY	2/22/2021	898.30	0100	TECHNOLOGY SUPPLIES
14753349	SAN YSIDRO SCHOOL DISTRICT	2/22/2021	853.50	0100	CONTRACTED SERVICES
14753350	RGC GENERAL EMGINEERING INC	2/22/2021	5449.00	0100	CONTRACTED SERVICES
14753351	FOLLETT SCHOOL SOLUTIONS,INC	2/22/2021	9991.10	0100	INSTRUCTIONAL SUPPLIES
14753352	SAN DIEGO CENTER FOR CHILDREN	2/22/2021	4308.36	0100	PROFESSIONAL SERVICES
14753353	SOUTH BAY COMMUNITY SERVICES	2/22/2021	2126.00	0100	PROFESSIONAL SERVICES
14753354	TEACHER SYNERGY LLC	2/22/2021	253.69	0100	INSTRUCTIONAL MATERIAL
14753355	XEROX CORPORATION	2/22/2021	4019.92	0100	MAINTENANCE AGREEMENT
14754443	VECTOR USA	2/25/2021	7363.53	0100	PROFESSIONAL SERVICES
14754444	EBS - EDUATIONAL BASED SERVICES	2/25/2021	25536.00	0100	PROFESSIONAL SERVICES
14754445	AARDVARK ANT & PEST CONTROL INC.	2/25/2021	500.00	0100	CONTRACTED SERVICES
14754446	SAN DIEGO GAS & ELECTRIC	2/25/2021	38935.62	0100	UTILITIES
14754448	OFFICE DEPOT	2/25/2021	11679.14	0100	INSTRUCTIONAL SUPPLIES
14754449	CALIFORNIA FINANCIAL SERVICES	2/25/2021	20000.00	0100	CONTRACTED SERVICES
14755438	HORIZON DISTRIBUTORS	3/1/2021	114.04	0100	GROUNDS SUPPLIES
14755439	CAPITOL ADVISORS GROUP, LLC	3/1/2021	2000.00	0100	PROFESSIONAL SERVICES
14755440	PERIOR RAIN GUTTERS AND AWNING, I	3/1/2021	8655.00	0100	CONTRACTED SERVICES
14755441	AARDVARK ANT & PEST CONTROL INC.	3/1/2021	380.00	0100	CONTRACTED SERVICES
14755442	WEX BANK	3/1/2021	2004.34	0100	CONTRACTED SERVICES
14755443	A & I REPROGRAPHICS	3/1/2021	13519.94	0100	COVID SIGNAGE
14755444	HRASHER TERMITE & PEST CONTROL C	3/1/2021	7665.00	0100	PROFESSIONAL SERVICES
14755445	EMCOR SERVICES MESA ENERGY	3/1/2021	210471.36	0100	CONTRACTED SERVICES
14755446	SCHOOL HEALTH CORPORATION	3/1/2021	2116.79	0100	MEDICAL SUPPLIES
14755447	CASBO	3/1/2021	40.00	0100	REGISTRATION FEES
14755448	CDW GOVERNMENT LLC	3/1/2021	37637.10	0100	INSTRUCTIONAL SUPPLIES
14755449	FERGUSON ENTERPRISES,INC#1350	3/1/2021	148.02	0100	MAINTENANCE SUPPLIES
14755450	PERMA BOUND PUB.	3/1/2021	399.59	0100	INSTRUCTIONAL SUPPLIES

Expenditure Report
2/3/21-3/1/21

Warrant ID	Name	Date	Amount	Fund	Description
14755451	TEAMTALK NETWORK	3/1/2021	397.80	0100	CONTRACTED SERVICES
14755452	N2Y INC	3/1/2021	399.36	0100	INSTRUCTIONAL MATERIALS
Total Fund 01			**$1,340,798.29**		
14752491	SOUTHWEST SCHOOL & OFFICE	2/18/2021	2831.74	1200	INSTRUCTIONAL SUPPLIES
14753347	SAN DIEGO COUNTY SUPERINTENDEN	2/22/2021	1260.00	1200	REGISTRATION FEES
Total Fund 12			**$ 4,091.74**		
14748095	GOLD STAR FOODS	2/4/2021	52689.09	1300	CAFETERIA FOOD
14748108	P&R PAPER SUPPLY COMPANY, INC.	2/4/2021	5427.58	1300	CAFETERIA PAPER GOODS
14748109	COUNTY OF SAN DIEGO	2/4/2021	1365.00	1300	CONTRACTED SERVICES
14748113	LLOYD PEST CONTROL CO.	2/4/2021	250.00	1300	CONTRACTED SERVICES
14748120	ACE COOLING & FREEZING	2/4/2021	420.17	1300	CONTRACTED SERVICES
14748123	AMERICAN PRODUCE DISTRIBUTORS	2/4/2021	19773.12	1300	CAFETERIA FOOD
14748124	GALASSO'S BAKERY	2/4/2021	1593.54	1300	CAFETERIA FOODS
14750445	HOLLANDIA DAIRY INC.	2/11/2021	57262.29	1300	CAFETERIA FOOD
14754447	DION INTERNATIONAL TRUCK INC.	2/25/2021	1683.38	1300	CONTRACTED SERVICES
Total Fund 13			**$140,464.17**		
Grand total			$1,485,354.20		

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: March 11, 2021

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 organizations and/or individuals on the attached list for their generous contributions to education, students and staff.

RECOMMENDATION:
Accept donations valued at $10,000.00 to help support and enrich our educational programs.

LCAP GOAL AND ACTION/SERVICE (please indicate):

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

Financial Implications?	Are funds for this item available in the 2020-2021 Budget?	Requisition #
☐ Yes ☒ No	☐ Yes ☐ No	

DONATIONS $10,000.00	Cash/Checks Only Donations Account
(Amount)	(Name of funding source and/or location)

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

BOARD MEETING: March 11, 2021		Donation		
From	To	Cash/Check Amount	Estimated Value of items/supplies	Purpose / Description
California Department of Education - General Motors	District-wide	NA	$10,000.00	Facemasks 10,000

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: March 11, 2021

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH CORODATA RECORDS MANAGEMENT

BACKGROUND INFORMATION:
Corodata offers a secure and economical alternative for the retention and management of active and inactive business records. They provide records storage solutions that allow to turn dead storage areas into functional spaces and to achieve better security and protection of business information, improve file inventory management and more efficient access/retrieval of documentation.

Administration recommends to have this offsite records storage services in order to free space in the District and School sites.

RECOMMENDATION:
Approve the agreement with Corodata Records Management to provide offsite records storage and document shredding services at an estimated annual cost up to $4,000.00 from the General fund.

LCAP GOAL AND ACTION/SERVICE (please indicate):

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

Financial Implications?	Are funds for this item available in the 2020-2021 Budget?	Requisition #
☐ Yes ☒ No	☐ Yes ☐ No	

$4,000.00	General Fund
(Amount)	(Name of funding source and/or location)

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

Corodata Agreement for Services

Client Acct Name: SAN YSIDRO SCHOOL DISTRICT Acct No (TBD): 015874

Full Mailing Address: 4350 OTAY MESA ROAD, SAN YSIDRO, CA 92173

Contact Name: Patricia Caro Phone: (619)428-4476 Email: patricia.caro@sysdschools.org

THIS CORODATA AGREEMENT FOR SERVICES ("Agreement"), made March 12, 2021, is by and between Corodata Records Management, Inc. (hereafter "Corodata") and San Ysidro School District (hereafter, "CLIENT"). The storage location(s) is: Corodata storage facilities.

Thank you for choosing Corodata! We look forward to serving you. Please refer to the complete terms and conditions as set forth on the attachment or reverse side, as well as any written and mutually signed addenda, and incorporated as part of this Agreement. On this page, we are explaining and highlighting some of the key terms.

- The initial term of this Agreement is thirty (30) days after it has been signed by both parties.
- The fees for services to be provided by us are listed on Schedule A. Billing will be on a monthly basis. Payment is due and payable no later than fifteen (15) days from receipt of the invoice.
- We shall not be liable for granting access to your records to any persons representing themselves as your authorized representatives. We can maintain a list of such persons, which you can update as needed.

We take our responsibility for the economical safekeeping of your records very seriously. Toward that end, please note the following:

- To enable us to offer such an economically reasonable solution to our clients, we pass along only those costs attributed to your share of space allocated and the work performed. Along these lines, you agree to reimburse us for matters arising specifically due to our relationship with you, including collection, legal, and compliance matters as they may occur from time to time.
- RATES – CLIENT agrees to pay Corodata for its storage and services according to Corodata's then-current Schedule of Rates and any revisions thereto. Corodata shall issue invoices on a monthly basis. Rates and services may be changed or added upon thirty (30) days notice to the CLIENT. For Material received during a month or stored for a portion of a month, charges will be assessed according to the applicable fee in the Schedule of Rates. Additional charges, if any, shall be paid simultaneously with the monthly rates. Payment is due and payable no later than fifteen (15) days after the date of the invoice. Corodata shall be entitled to assess an interest charge at the maximum legal rate of interest on any unpaid and past due balances. Corodata may impose a Supplemental Energy Charge. CLIENT agrees that, upon any termination of or Event of Default under this Agreement, it shall be required to make all payments to Corodata required hereunder prior to Corodata returning CLIENT's Material.
- Since only you know what is truly in your material and what the insurable value is for that material, we advise you to schedule this property at its value, and our location(s), on your insurance policies. If your material contains confidential information or is proprietary in nature, you may also want to update any policies. Our liability, if any, for any claims under this agreement is described on the reverse side, and any written and mutually signed addenda is limited to $2.00 per unit of storage, unless excess valuation has been included by amendment to this Agreement and paid for by you. The prices Corodata charges to you do not enable us to assume any additional liability. You acknowledge that your total loss and damages for a claim hereunder, including, without limitation, the cost to replicate your records and any costs to you associated with being unable to replicate your records, may not be fully compensated in the $2.00 amount, and you further acknowledge that the limitations on Corodata's liability in this Agreement are material provisions hereunder.
- Since increased privacy and confidentiality are two of the most frequently given reasons for the selection of Corodata, we invite you to make yourself acquainted with our facility and the steps we have taken to decrease your risk of exposure. Please remember that although we offer a robust database to track as much or little information that you supply, we can never confirm or deny that this database is definitive as to the materials in any particular unit of storage.

By executing this Agreement, the undersigned acknowledges and agrees that he or she has the authority to sign the agreement on CLIENT's behalf and that he or she has read, understands, and agrees to the provisions set forth in this Agreement, including the reverse side hereof, and any written and mutually signed addenda.

CLIENT SIGNATURE	Corodata Records Management, Inc.
Marilyn Adrianzen, CBO	
CLIENT NAME / TITLE (Please Print)	Date
Board approved:	
DATE	

TERMS AND CONDITIONS

1. SERVICES – Corodata shall store and/or service CLIENT's material provided by CLIENT and accepted by Corodata ("Material"). CLIENT may modify or add to the Material, which shall be held and/or serviced under the same terms and conditions as the Material, and will, from the date of tendering for storage and/or service to Corodata, be deemed Material as the term is used herein. CLIENT is responsible for using pre-approved packaging of all Material. Corodata shall be entitled to either reject for pickup Material not packaged in approved packaging, or to accept such Material for pickup, provided that Corodata shall be entitled to re-package the Material at the rates set forth in the Schedule of Rates. CLIENT acknowledges and agrees that Corodata may utilize subcontractors selected and approved by Corodata to service locations outside of Corodata's standard service area. Corodata is under no obligation to review itemized lists or descriptions of contents of Material submitted by CLIENT and such lists or descriptions shall not be considered proof that any contents contained on such lists or descriptions are or were in fact contained in the Material. CLIENT shall provide Corodata with sixty (60) days prior written notice of any material change in CLIENT's service requirements, including, without limitation, Material quantities or transportation arrangements. All services provided to other CLIENT locations hereunder shall be subject to this Agreement, unless otherwise agreed upon in writing by the parties, provided that pricing for such services may vary depending on the location and services provided.

2. ACCEPTANCE – By signing this Agreement or tendering Material for storage and/or other services by Corodata, CLIENT accepts the terms, conditions and rates and other provisions of this Agreement. Corodata may amend these provisions of the Agreement by providing written notice of such amendments to CLIENT. CLIENT may reject the amended provisions, but must do so in writing within thirty (30) days after the date of Corodata's notice. CLIENT's payment of the invoice evidences its assent to any amended provisions in this Agreement.

3. ACCESS TO MATERIAL -- Material shall be delivered to CLIENT's authorized representatives. CLIENT represents that its authorized representatives have full authority to order any service for or removal of the Material, and to deliver and receive such Materials. Such order may be given via telephone, electronically, fax, in writing or in person. Corodata shall not be liable to CLIENT for following the instructions of any person representing him or herself as an authorized representative. When service is requested, Corodata shall be given a reasonable time to carry out said instructions. In the Event of a Default, Corodata reserves the right to deny access to or delivery of the Material until such time as CLIENT has cured such Event of Default under this Agreement. CLIENT's authorized representatives shall have the right, at reasonable times and upon reasonable notice, to examine the Material.

4. DELIVERY AND REMOVAL-- Corodata shall not be liable for any loss, damage, destruction or unauthorized access to Material in transit, or to Material which may receive sudden and accidental damage. Corodata may charge a permanent removal fee in addition to any other accrued charges when Material is withdrawn from storage or upon termination of this Agreement. Corodata shall deliver all Material permanently removed but not destroyed as instructed by CLIENT at CLIENT's expense.

5. DEFINITION OF LIABILITY

5.1 **Corodata shall not be liable to CLIENT or any other third party for any loss, damage or destruction to Material or unauthorized access, acquisition, use, or disclosure, including any Data Disclosure Incident (as defined below), however caused, unless such loss, damage, destruction or unauthorized access resulted from the failure by Corodata to exercise such care in regard thereto as a reasonably careful person would exercise in like circumstances. Corodata is not an escrow or fiduciary of the Material or to the CLIENT or any third party.**

5.2 **Corodata's aggregate liability, if any, (a) for any and all claims related to Material shall not exceed $2.00 per unit of billed storage as set forth in the Schedule of Rates ("Unit of Storage"), which amount CLIENT declares to be the value of the total loss to CLIENT in the event of any such loss, damage, unauthorized access, acquisition, use, disclosure or destruction of Material, unless CLIENT declares an excess valuation and pays an additional monthly charge at an amount provided by Corodata for said excess valuation, in which case, Corodata's liability shall be limited to the amount of the excess valuation per Unit of Storage; and (b) for all other claims shall not exceed the fees paid by CLIENT related to the services that are the subject of the claim during the six (6) months prior to the claim. Such limitations of liability shall apply regardless of the nature of the claim. Corodata shall not be charged with any knowledge of the content of the Material even if Corodata learned or obtained knowledge of the contents.**

5.3 **Corodata shall not be liable for any special, indirect, incidental, punitive, consequential or similar types of damages, including, without limitation, lost profits, loss of use, notification to third parties under federal, state and/or municipal law, regulation or ordinance, and/or reconstruction, repair, replacement or restoration, regardless of the form of the claim and regardless of whether any such damages were disclosed in advance or foreseeable.**

5.4 Material is not insured by Corodata against loss or injury, however caused. CLIENT is advised to insure the Material with its own insurance carrier, to evaluate such policies including, without limitation, data privacy and liability policies, and confirm they contain terms satisfactory to CLIENT to cover the risks associated with this Agreement and to schedule Material and Corodata location(s) in its own insurance policies at declared values. CLIENT shall cause its insurers to waive any right of subrogation against Corodata.

5.5 CLIENT understands and acknowledges that normal deterioration and aging of all Material occurs with time.

5.6 All claims for loss, damage or liability by CLIENT against Corodata, its officers, employees, subcontractors, agents and assigns must be presented in writing to Corodata within a reasonable time and in no event longer than sixty (60) days after CLIENT has knowledge of the circumstances giving rise to these claims.

5.7 Corodata shall not be liable to CLIENT pursuant to this Agreement, unless (a) timely written notice of the claim has been given as provided in Section 5.6 of this Agreement, and (b) unless legal proceedings are commenced for the claim either within the shorter of (i) nine months after date of delivery or return by Corodata of the Material by Corodata to CLIENT, or (ii) nine (9) months after CLIENT has knowledge of the circumstances giving rise to the claim.

5.8 All limitations of liability in Section 5 apply to the entire Agreement and relationship between Corodata and Corodata Affiliates and CLIENT, regardless of whether any action is brought in tort, contract or otherwise.

5.9 Unless caused solely by the intentional misconduct of Corodata, CLIENT agrees to fully indemnify, defend and hold harmless Corodata, its officers, employees, subcontractors, agents and assigns for any liability, cost or expense, including reasonable attorney's fees and costs, that Corodata its officers, employees, subcontractors, agents and assigns may incur as a result of any claims, demands, suits, costs or judgments against it arising out of Corodata's services or its relations with CLIENT or third parties pursuant to this Agreement.

5.10 CLIENT shall bear all costs associated with the investigation and response to a Data Disclosure Incident relating to Material. Data Disclosure Incident is defined as the actual or attempted, unauthorized access to, or use, disclosure, acquisition, modification, exfiltration, theft, loss, or destruction of Material.

6. TERM AND TERMINATION –The term of this Agreement shall commence when signed by both parties and shall continue until either party gives the other party thirty (30) days advance written notice of a termination date and, in the case of a CLIENT termination, an address for delivery of the Material. CLIENT acknowledges that Corodata must reserve space for storage of its deposits in its buildings. If CLIENT terminates this Agreement before the completion of the term for any reason, CLIENT agrees to pay Corodata early termination fees. These fees shall become due as of the effective date of the termination. CLIENT's early termination fees shall be equal to: (1) all unpaid and waived non-recurring charges reasonably expended by Corodata as well as costs incurred by Corodata to establish service to CLIENT; and (2) all recurring charges for the balance of the then current term. If Corodata continues to hold CLIENT's property after any expiration or termination of this Agreement, the terms of this Agreement shall continue to apply until all property has been removed from Corodata's facilities. CLIENT acknowledges that, following any termination or expiration of this Agreement, Corodata will not be obligated to deliver more than two hundred fifty Units of Storage per week unless the parties agree otherwise in writing. CLIENT acknowledges that the only way to receive its Material following a termination is by having Corodata deliver such Material, at the fees set forth in the then-current fee schedule, to the local address specified by CLIENT. The terms of Sections 5, 7 and 8 shall survive any termination or expiration of this Agreement.

7. DEFAULT

7.1. The occurrence of any one or more of the following events by CLIENT shall constitute default ("Events of Default"): (a) Failure to pay any sum due hereunder within thirty (30) days of when due; or (b) Breach of any other provision of this Agreement.

7.2. Upon the occurrence of any of the Events of Default, Corodata, at its sole option, may exercise any or all of the following remedies without terminating this Agreement. CLIENT's failure to comply with any of the following demands/deliveries shall constitute an additional default and failure to mitigate damages: (a) Demand payment in advance by certified check, cashier's check, money order, or wire transfer prior to the performance of any services on behalf of CLIENT; (b) Demand in writing that CLIENT pick up the Material; (c) Deliver the Material to the CLIENT's last-known delivery address. Delivery of Material to CLIENT shall be at CLIENT's sole cost and expense and payment of all outstanding storage, handling and delivery charges must be prepaid to Corodata; (d) Shred the Material, unless prohibited by state or federal statute, upon thirty (30) days advance written notice to CLIENT, in which case CLIENT acknowledges that since the Material has little or no market value, and that the sale of the material would be impossible, the shredding of the Material is the only way for Corodata to mitigate its damage.

7.3. If this Agreement is not terminated, CLIENT shall continue to pay all sums due under this Agreement up to and including the date of delivery of the Material. Alternatively, in the event the Agreement is terminated and Corodata continues to provide services to CLIENT, CLIENT shall continue to pay sums due under this Agreement and Corodata may, at its sole discretion, require CLIENT to pay an advance deposit in an amount equivalent of up to six (6) months storage fees and costs.

7.4. Corodata also has the option to terminate this Agreement, whereupon CLIENT shall pay all damages suffered by Corodata. In the event Corodata takes any action pursuant to Section 7, it shall have no liability to CLIENT or anyone claiming through CLIENT. The exercise by Corodata of any one or more of the remedies provided in this Agreement shall not prevent the subsequent exercise by Corodata of any one or more of the other remedies herein provided. All remedies provided for in this Agreement are cumulative and may, at the election of Corodata, be exercised alternatively, successively or in any other manner and are in addition to any of the rights provided by law. In the event any action is brought to enforce or establish the amount of payments owed Corodata when CLIENT is in default, the prevailing party shall be awarded attorney's fees and costs.

8. DESTRUCTION OF MATERIAL – Corodata may shred Material upon written instruction from CLIENT, which may be performed as permitted hereunder, as part of a regular schedule or as agreed upon by the parties. CLIENT also agrees that all bins, consoles and other items supplied by Corodata for use by CLIENT in connection with the shred services are the property of Corodata. If CLIENT fails to return all such items in working condition at the completion of the services, CLIENT agrees to reimburse Corodata for their replacement cost. Shredding of the Material shall be at CLIENT's cost and expense. CLIENT releases Corodata from any and all liability by reason of the shredding of such Material pursuant to this paragraph and Section 7.2.d above. CLIENT acknowledges that Corodata may dispose of the Materials by shredding, puncturing, incinerating or any other means that is generally accepted in the industry for disposing of items similar to the Material. References herein to "shredding" shall be understood to include all such methods of disposal. In accordance with generally accepted industry standards and practices, CLIENT acknowledges that CLIENT's Materials provided for shredding may be commingled with shred materials of others prior to shredding and that such materials may be recycled after they are shredded. Corodata will provide services for the secure shredding destruction of the Materials in a professional manner and will furnish a Certificate of Destruction upon CLIENT's request. The services may, at CLIENT's option and as may be further described on an addendum or a separate agreement with Corodata's affiliate, be performed as part of a regular schedule or pursuant to specific directions from CLIENT.

9. OWNERSHIP OF MATERIAL – CLIENT warrants and represents that it is the owner or legal custodian of the Material and has lawful possession of and legal authority to store and authorize servicing of its materials in accordance with the terms and conditions set forth herein. CLIENT agrees that, in event of any litigation or claims involving the Material or Corodata's services, CLIENT shall be liable for all reasonable attorneys' fees, costs and expense that Corodata may reasonably incur or become liable to pay in connection therewith. By providing services to CLIENT, Corodata does not own, license, use, or process the Material, and undertakes no responsibilities or duties associated with ownership, licensing, use, or processing of the Material under any law or regulation.

10. ASSIGNMENT – Neither this Agreement nor any rights, liabilities or obligations of CLIENT under this Agreement shall be assigned or transferred by CLIENT without the express consent of Corodata, which Corodata may withhold at its discretion. Until such express written consent is granted by Corodata, CLIENT remains fully liable under this Agreement.

11. COVENANTS - CLIENT agrees to comply with Corodata's Customer Procedure Manual. CLIENT shall encrypt any electronic media stored with Corodata and, should CLIENT fail to do so, CLIENT acknowledges that Corodata shall have no liability to CLIENT or any third parties for any claims, costs or expenses that would have been avoided or diminished had CLIENT encrypted the Material. Limitations of liability apply even if encrypted. CLIENT shall not, at any time, store with Corodata, any narcotics; medical waste, materials considered to be highly flammable, explosive, toxic, or radioactive; organic material, which may attract vermin or insects; or any other materials which are otherwise illegal, dangerous or unsafe to store or handle in an enclosed area, or that is regulated under state, federal or municipal laws, regulations or ordinances relating to the environment or hazardous materials. Corodata reserves the right, but shall not have the obligation, to open and inspect any materials provided to Corodata and to refuse acceptance of materials that fail to comply with Corodata's storage restrictions and guidelines. CLIENT shall not store legal tender, negotiable instruments, precious metals or stones, jewelry, check stock, ticket stock or other items that have intrinsic market value. Corodata shall not be charged with knowledge of the contents of the Material; Corodata shall not be liable for loss of any missing Material unless (i) an addendum is added as part of this Agreement, which expressly includes the obligation for Corodata to inventory the page-level contents of the Material, and (ii) CLIENT establishes such loss occurred due to Corodata's failure to exercise the reasonable care required under Section 5, above.

12. CONFIDENTIALITY – Corodata shall implement and maintain reasonable safeguards designed to protect the confidentiality of CLIENT's information contained in the Material, and shall not intentionally disclose such information to third parties without CLIENT's written consent. Neither party shall be entitled to use the name or trademarks of the other party without the other party's prior written consent. Corodata is authorized to comply with any subpoena, warrant or similar order, provided that Corodata shall notify CLIENT promptly thereof (unless such notice is prohibited by law). CLIENT agrees to reimburse Corodata for its fees, costs and services, including, without limitation, reasonable attorneys' fees and costs, related to such compliance.

13. IMAGING – If Corodata performs imaging services for CLIENT, Corodata is not responsible for any errors discovered in the scanned images after the thirty (30) day CLIENT review is complete, or whenever the original material is returned to CLIENT or shredded, whichever comes first. Corodata shall be entitled to follow the instructions of any CLIENT authorized representative regarding the transmission method of any scanned documents, provided that Corodata makes no representation or warranty regarding the security, quality, availability or timeliness of any such transmission method.

14. MISCELLANEOUS – The term "Agreement" as used herein shall be deemed to include this Corodata Services Agreement, these Terms and Conditions, any and all written and signed schedules and addenda. Corodata and CLIENT agree that this Agreement is intended to govern their entire relationship related to the Material and further acknowledge that the obligations, limitations and protections set forth in this Agreement shall apply notwithstanding any previous or subsequent agreements that may be signed by the parties, unless such agreements expressly supersede this Agreement. The terms of this Agreement shall be binding and enforceable upon any successors or assigns of the parties hereto. This Agreement shall constitute a warehouse receipt. There are no implied services, supplies, and equipment or support responsibilities due to CLIENT from Corodata other than those specifically provided for in this Agreement. This Agreement constitutes the entire agreement between the parties, and supersedes any and all agreements, arrangements and understandings, whether oral or written, between the parties. Without limiting the foregoing, any CLIENT purchase orders are for CLIENT's internal purposes only, are superseded by this Agreement, and shall not be legally binding upon or enforceable against Corodata. No waiver of any right or remedy shall be effective unless in a mutually signed writing and nevertheless, shall not operate as a waiver of any other right or remedy on a future occasion. Every provision of this Agreement is intended to be severable. If any term or provision is illegal, invalid or unenforceable, there shall be added automatically as part of this Agreement, a provision as similar in terms and effect as necessary to render such provision legal, valid and enforceable. This Agreement shall be construed in accordance with the laws of the State of California without giving effect to its conflict of laws principles. Corodata shall have, and may exercise, all rights granted to warehousemen by California's Commercial Code. All notices under this Agreement shall be in writing. Unless delivered personally, all notices shall be addressed to the appropriate addresses noted herein, or as otherwise noted in writing in accordance with this provision. Notices shall be deemed to have been given on the second day after mailing if mailed by U.S. First Class Mail. Notice of any change of address must be given by CLIENT to Corodata, in writing and acknowledged in writing by Corodata on the following monthly statement. Nothing in this Agreement shall be deemed or construed to constitute or create a partnership, association, joint venture, or agency between the parties hereto. Other than CLIENT's obligation to make payments hereunder, neither party will be liable for delay nor inability to perform caused by acts of God, natural disasters, governmental actions, labor unrest, strikes, lockouts, acts of terrorism, riots, or other causes beyond its reasonable control. All references herein to "days" mean calendar days unless otherwise noted.

15. CORODATA AFFILIATES – Client acknowledges and agrees that Corodata may utilize the services of companies that are owned by, that own or that are under common control with, Corodata including, without limitation, those that provide shredding, imaging, logistics and media vaulting services ("Corodata Affiliates"). Client further acknowledges and agrees that all Corodata benefits and protections set forth in this Agreement, including, without limitation, Section 5, apply to both Corodata and Corodata Affiliates.

16. ARBITRATION – Any dispute, controversy or claim arising out of this Agreement or in connection with the Material or Corodata's services shall be submitted to binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association (AAA) and heard by a single arbitrator selected by parties at the AAA office in San Diego, California. The award may be entered as a judgment of a court of record in the County of San Diego. Corodata and CLIENT shall share equally the cost of arbitration. The arbitrator may not vary, modify or disregard the provisions contained herein, including those respecting the declared valuation of the Material and the limitation of liability of Corodata.

RECORDS MANAGEMENT AGREEMENT ADDENDUM

THIS ADDENDUM, made this 3rd day of March 2021, is by and between Corodata Corodata Records Management, Inc. and San Ysidro School District.

The agreement will be changed in the following ways:

a. In several places the agreement and terms refer to payment being made within 15 days. All of these will be 30 days instead of 15 days.
b. The term of this agreement will be for one year with 4 auto renewals.
c. Any rate increases after January 1, 2019 require at least 90 days' notice so they can be presented to the board.
d. Item 8 DEFAULT d. Destroy the Stored Material …will be extend the advance written notice to 12 months.
e. Item 10. OWNERSHIP OF STORED MATERIAL – CLIENT warrants and represents that it is the owner or legal custodian of the Stored Material and has lawful possession of and legal authority to store its materials in accordance with the terms and conditions set forth herein; ~~and if there be any litigation concerning the Stored Material, CLIENT agrees to pay all attorney's fees, which Corodata may reasonable incur or become liable to pay in connection therewith.~~
f. "Both parties mutually agree to protect, save, defend, indemnify and hold harmless each other, their Governing Boards and each member thereof, their officers, employees, agents and volunteers from any and all claims, liabilities, expenses or damages of any nature, including attorney's fees, for injury or death of any person, loss or negligent acts, errors or omissions or willful misconduct by Corodata and/or San Ysidro School District, it's agents, officers employees, sub consultants or independent consultants hired by either party under this Agreement. The only exception to this is where a claim, liability, expense or damage occurs due to the sole negligence or willful misconduct of either party. Corodata's limitation of liability under the "hold harmless agreement" is $5000.00."

_____ _____

CORODATA Records Management, Inc. SIGNATURE DATE

corodata
Records Management, Inc.

Schedule A		Prices in $USD
Storage		
Minimum Storage Billing		50.00
Record Storage Carton		.23 /30 days
Letter Transfercase		.64 /30 days
Legal Transfercase		.64 /30 days
Check Carton		.25 /30 days
X-Ray Carton		.23 /30 days
Tube Carton		.77 /30 days
3 Cube Carton		1.66 /30 days
Services		
Retrieve File for Delivery		2.40 ea
Carton Added & Data Entry		1.40 ea
Filefolder Added		1.00 ea
Retrieve Carton for Delivery		2.20 ea
Refile Carton		2.20 ea
Refile Filefolder		2.40 ea
Search for File		2.40 ea
Permanent Removal (retrieval not included)		6.95 ea
Dock Access		1.65 ea
Copying Service (per page)		.85 ea
Special Project Labor Charge		48.00 per hour
Retrieve Carton - Customer Pickup		2.50 ea
Standard Carton Destruction (retrieval included)		6.70 ea
Materials		
Record Storage Carton w/ Lid		2.90 ea
Cor-O-Seal (pack of 20)		14.25 ea
Plan Boxes (8 x8 x 42)		6.75 ea
Delivery		
Pickup/Deliver Standard Crtn		2.50 ea
Pickup/Deliver Non-Standard Crtn		3.15 ea
Pickup/Deliver Filefolder		1.10 ea
Trip Charge		
Trip Chg - Next Day		14.75 per trip
Trip Charge - 4 Hour Rush	19.08 per trip	4.05 ea
Trip Charge - 2 Hour Rush	38.08 per trip	4.05 ea
2 Hour Rush Retrieval	14.00 per trip	3.75

Note: Additional services for with a specific rate is not listed will be offered at negotiated rates. Your basic rates will be frozen for a specified period of time; however Corodata reserves the right to apply an energy charge to each invoice. The above rates are valid for 90 days from the date of the quote. Application of charges is at discretion of Corodata and my be due to operation or security reasons. Rush deliveries are limited to 10 item and 20 items for 2 Hour and 4 Hour rushes respectively. Emergency Service (after hours) available upon request

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: March 11, 2021

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

FROM:
Information Management Systems
Todd Lewis, Director

☐ Informational
☒ Action

AGENDA ITEM: MEMORANDUM OF UNDERSTANDING WITH SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS FOR DIGITAL DIVIDE GRANT 2020-21

BACKGROUND INFORMATION:
The Information Management Services Department submitted an application with San Diego County of Education (SDCOE) to receive a portion of their allocated Digital Divide Grant funds for families in need of internet access. SDCOE ranked all districts and charters that applied based upon need and approved San Ysidro's request for a portion of these grant funds in the amount of $248,277.73. These grant funds are to provide one year of internet access/service and required access devices to eligible families through contracted local service providers and may only be expended until June 30, 2021.

RECOMMENDATION:
Approve the Memorandum of Understanding from San Diego County of Education related to the Digital Divide Grant funds in the amount of $248,277.73.

LCAP GOAL AND ACTION/SERVICE (please indicate):

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

Financial Implications?	Are funds for this item available in the 2020-20121 Budget?	Requisition #
☐ Yes ☒ No	☐ Yes ☐ No	

$248,277.73	Digital Divide Grant
(Amount)	(Name of funding source and/or location)

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

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter, "MOU" or "Agreement") is entered into this **1st** day of **November 2020** through the **30th** day of **June 2021** by and between the **SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS (**hereinafter, **"SDCOE")** and **SAN YSIDRO SCHOOL DISTRICT** (hereinafter, "**Local Education Agency**" or "**LEA**")

WHEREAS, SDCOE and LEA enter into this MOU to define the roles and expectations between the parties; and

WHEREAS, health, education, and governmental authorities around the globe are responding to a large-scale pandemic due to the outbreak of a respiratory disease caused by a novel coronavirus named "SARS-CoV-2," and the disease it causes has been named "coronavirus disease 2019," abbreviated COVID-19; and

WHEREAS, states and local governments across the United States, including the State of California, have issued stay-at-home orders to prevent the spread of the highly contagious and deadly COVID-19, resulting in massive and largely unprecedented disruptions in the economy, including record levels of unemployment, and sharply limiting the ability of businesses to provide, and customers to purchase, goods and services; and

WHEREAS, COVID-19 has required school districts and schools to modify operations and transition from an in-person onsite learning environment to online distance learning to comply with State and County Public Health Orders, resulting in significant hardship for educators, children, and families; and

WHEREAS, children without access to the internet are unable to participate in distance learning activities and lose opportunities to engage with their teachers and educational supports, and peers, resulting in gaps and deficiencies in their education and in those children falling further behind those with adequate resources; and

WHEREAS, a recent needs assessment conducted by the Classroom of the Future Foundation (CFF) in response to the COVID-19 crisis identified digital equity as a top issue facing families with K-12 students and estimated that approximately 100,000 students in San Diego County lack access to the internet at home or are under-connected; and

WHEREAS, SDCOE has negotiated discounted internet and wireless hotspot agreements with local internet service providers for families that will be engaging in distance learning; and

WHEREAS, on August 25, 2020, the San Diego County Board of Supervisors (County) allocated funding to provide support for San Diego County school districts and charter schools and ensure the internet needs of families identified by SDCOE and school districts or charter schools within San Diego County are met for the entire school year; and

WHEREAS, on September 11, 2020, the San Diego County Board of Supervisors (County) transferred such funding to SDCOE; and

WHEREAS, the County desires the SDCOE to use all allocated funds transferred to SDCOE for those families in need of internet access, based on the highest need; and

WHEREAS, LEA submitted an application with SDCOE to receive a portion of the allocated grant funds for their families in need of internet access, based on the highest need; and

WHEREAS, for all San Diego County school districts or charters who applied, SDCOE determined and appropriately ranked each applicant's needs based on each applicant's number of students with disabilities, in foster care, experiencing homelessness, living in rural areas, and who qualify for free or reduced-price meals; and

WHEREAS, LEA was selected to receive a portion of the allocated grant funds, based on meeting the aforementioned highest needs criteria and ranking at or near the top of all applicants, for the purposes of providing internet access to families with the highest needs; and

WHEREAS, SDCOE desires to provide the LEA with the LEA's allotted percentage of grant funds based upon where the LEA ranked in highest needs; and

WHEREAS, LEA understands and agrees that any funds received from SDCOE pursuant to this MOU shall solely be used for the purposes outlined herein.

NOW THEREFORE, in consideration of the terms and conditions hereof, including the recitals, the Parties agree as follows:

TERMS AND CONDITIONS

1. Amount of Funds. SDCOE shall make best efforts to distribute/credit $248,277.73 to the LEA within ten (10) business days after the execution of this Agreement by all Parties. Such amount shall be deposited/credited in an account to be designated in writing by the LEA or credited against outstanding invoices to SDCOE for internet access/services as designated in writing by the LEA.

2. Distribution and Purpose of Funds.

   (a) SDCOE shall distribute/credit the amount awarded to the LEA, as outlined in Section 1, for the purpose of providing internet access/service and required access devices to LEA families in need of internet access, based on LEA students with the highest need.

   (b) The LEA shall use the funds disbursed under this Agreement solely for the purposes set forth herein and shall provide internet access/service and required access devices for those families who applied, based on the highest need and subject to availability of funding.

   (c) LEA will solicit applications from all LEA students and families in need of internet access and the type of access needed, such as cable, cellular, or satellite.

   (d) LEA will assess applications and determine how many families can be served in their LEA based on highest need.

   (e) LEA will use the grant funds received by SDCOE solely to provide one year of internet access/service and required access device to eligible families through contracted local service providers.

   (f) LEA will use the grant funds received by SDCOE solely to offer internet access/service options as follows:

      i. Cable: Best for families and students who are in the services areas for COX or Spectrum and who are not planning to move residences in the next 12 months.

      ii. Cellular: Best for families and students who are without cable service, in areas with strong cellular service, or who may be planning to move residences in the next 12 months.

iii. Satellite: Best for families and students who live in rural areas of San Diego County without reliable cable, fiber, or cellular service and who are not planning to move residences in the next 12 months.

(g) LEA shall maintain payment information and records for funds used to provide internet access/service and required access devices for each family and shall, upon request, provide SDCOE with such information.

(h) LEA shall maintain records consisting of submitted applications and related documentation attached thereto, for each applicant, and any other documentation or materials determined by LEA or SDCOE, and such records shall be available to SDCOE upon request. In addition, LEA shall submit to SDCOE a final program report and/or interim reports including:

- o Number of families in need of internet access
- o Number of families that applied
- o Number of families served
- o Number of families served by type of internet service

SDCOE and LEA shall ensure that records of all funding, disbursement, applications, activities, and other pertinent information are retained on file for a five (5) -year period from the date funding is disbursed.

3. Deadline for Use of Funds. Funds may only be expended until June 30, 2021. Any amount not distributed by LEA in accordance with this Agreement shall be returned to SDCOE on or before June 30, 2021.

4. Documentation of Expenditures; Disallowance. LEA shall maintain all documentation and timely prepare and deliver reports to SDCOE in accordance with Section 2, Distribution and Purpose of Funds. If SDCOE determines that any amount of expenditures under this Agreement lacks the required documentation in any material respect within three (3) business days of making a request for such required documentation, SDCOE shall provide notice of such determination to LEA. LEA shall have three (3) business days from the date of such notice to appeal the determination to SDCOE, whose decision on the appeal shall be final. LEA shall refund such amount to SDCOE within fifteen (15) days of the initial notice if no appeal is filed, or, if an appeal is filed, within fifteen (15) days of a final determination by SDCOE on appeal that such expenditures lack the required documentation in any material respect.

5. Notices. The individuals listed below are authorized contact persons with respect to the specified matters on behalf of SDCOE and LEA, respectively. All notices and other communications between SDCOE and LEA hereunder shall be in writing and shall be deemed to have been duly given when delivered in person, by email, or by registered or certified mail to the respective parties as follows:

SDCOE: Michael Simonson, Deputy Superintendent, Chief Business Officer
Attn: Contracts Office
6401 Linda Vista Road
San Diego, CA 92111
Email to: contracts@sdcoe.net

With copy to: Terry Loftus, Asst. Superintendent & Chief Technology Officer
6401 Linda Vista Road
San Diego, CA 92111
858- 290-5645
terry.loftus@sdcoe.net

LEA: Todd Lewis, Director of Educational Technology
4350 Otay Mesa Road
San Ysidro, CA 92173
619-428-4476 Ext. 3062
todd.lewis@sysd.k12.ca.us

6. Audit and Inspection of Records. At any time during normal business hours and upon reasonable notice, LEA shall make available to SDCOE for examination all of their respective records with respect to all matters covered by this Agreement and will permit SDCOE to audit, examine and make or receive copies of such records, and make or receive copies of all invoices, materials, payrolls, records of personnel and other data relating to all matters covered by this Agreement. Unless otherwise specified by SDCOE, said records shall be made available for examination within San Diego County. LEA shall maintain such records in an accessible location and condition for a period of not less than four years from the termination date of this Agreement. The State of California, the County, and any federal agency having an interest in the subject of this Agreement shall have the same rights conferred upon SDCOE by this Agreement.

7. Termination of Agreement. This Agreement may be terminated with or without cause by SDCOE. Termination without cause shall be effective only upon 10-day written notice to the LEA.

   This Agreement may also be terminated by the LEA for cause in the event of a material breach of this Agreement, misrepresentation by either party in connection with the formation of this Agreement, or the failure to provide benefit to the LEA in accordance with this Agreement. Termination for cause shall be put into effect by delivery of written notice of termination to SDCOE, and shall be effective upon delivery of said notice. Prior to SDCOE terminating this agreement for cause, the LEA may be allowed to cure the breach, if possible. Upon correction, SDCOE may in its sole discretion rescind the notice of termination. The decision by the SDCOE shall not be subject to appeal and any right to appeal whether administrative, in law, or equity is expressly waived.

8. Independent Contractor. Parties understand that each of the parties and its employees, agents, officers, and associates are an independent contractor and not an employee, agent, officer, or associate of the other party.

9. Indemnity. Each Party shall indemnify, defend and hold harmless the other Party and its Affiliates, and their respective directors, officers, employees and agents (each, an "Indemnified Party"), from and against all losses, liabilities, damages, settlements, claims, actions, suits, penalties, fines, costs or expenses (including reasonable attorneys' fees, experts' fees and other costs of investigation or defense at any stage of the proceedings) to the extent relating to a Third Party claim, action or demand (any of the foregoing, a "Loss") arising out of or resulting from actions arising from this Agreement. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for the LEA or its agents under workers' compensation acts, disability benefits acts, or other employee benefits.

10. Governing Law; Venue. This Agreement shall be construed and interpreted according to the laws of the State of California, without regard to conflict of law principles. The venue for any suit concerning this

Agreement, the interpretation of application of any of its terms and condition, or any related disputes shall be in the County of San Diego, State of California.

11. Compliance with Laws. SDCOE and the LEA shall both be subject to, and shall comply with, all federal, state, and local laws and regulations applicable to its performance under this Agreement including, but not limited to: licensing, employment, purchasing practices, wages, hours, and conditions of employment, including non-discrimination.

12. Assignment. Neither any part nor all of this Agreement may be assigned or subcontracted, except as otherwise specifically provided herein. Any assignment or subcontracting in violation of this provision shall be void.

13. Amendments. No oral or other agreements or understandings shall be effective to modify or alter the written terms of the agreement. This Agreement may be amended or modified only by a written instrument signed by SDCOE and by a duly authorized representative of the LEA unless otherwise provided in this agreement.

14. Entire Agreement. This MOU represents the entire agreement and understandings of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings, or agreements.

15. Waiver. The failure of one party to enforce any term, covenant or condition of this Agreement shall not be construed as a waiver of that party's right to subsequently enforce this, or any other term, covenant, or condition of this Agreement. No waiver shall be deemed effective unless the waiver is expressly stated in writing and signed by the party waiving the right or benefit.

16. Survival. Unless otherwise specified herein, all terms and conditions of this Agreement shall survive the expiration of this Agreement.

17. Severability. If any terms or provisions of this MOU or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this MOU, or the application of such term and provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and every other term and provision of this MOU shall be valid and enforced to the maximum extent permitted by law.

18. Remedies. The rights and remedies in this Agreement are unless otherwise indicated, in addition to, and not a limitation on, all other rights and remedies available at law or in equity, and exercise of one right or remedy shall not be deemed a waiver of any other right or remedy unless expressly waived herein.

19. Recognition. If LEA chooses to publicize the arrangements reflected in this Agreement, it will collaborate with SDCOE's Communications Department prior to publishing to coordinate and complement communications efforts, when appropriate.

20. Counterparts. This Agreement (and any amendments) may be executed in multiple counterparts, each of which shall constitute an original, and all of which shall constitute one and the same instrument. Documents delivered electronically shall be valid and binding.

21. Final Approval. This Agreement is of no force or effect until approved by signature of the San Diego County Superintendent of Schools or his designee, the Assistant Superintendent of Business Services.

22. Authority to Execute. The persons executing this Agreement on behalf of their respective Parties represent and warrant that they have the authority to do so under law and from their respective Parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

By (Authorized Signature)	By (Authorized Signature)
Michael Simonson Name (Type or Print)	Name (Type or Print)
Deputy Superintendent, Chief Business Officer Title	Title
Date	Date

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: March 11, 2021

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

FROM:
David Farkas, Ed.D.,
Assistant Superintendent of Educational Leadership, Pupil Services and Safety

☐ Informational
☒ Action

AGENDA ITEM: MEMORANDUM OF UNDERSTANDING WITH THE SAN DIEGO POLICE DEPARTMENT - NOTIFICATION OF EXPOSURE TO TRAUMA PROJECT

BACKGROUND INFORMATION:
The San Diego Police Department and the District is to further implement an initiative aimed at addressing children's exposure to violence and trauma. Childhood exposure to violence and trauma, without the right support, is often associated with increased risk of poor outcomes in emotional, behavioral and physical health over the life span. This project directly addresses the goal of mitigating these negative impacts of exposure to trauma when it does occur, by providing support and on-site, trauma focused interventions by school staff and/or mental health providers, if necessary, to children identified by local law enforcement and school personnel.

This Memorandum of Understanding will focus on notification to the school system by law enforcement when a child has been exposed to trauma in the home or in the community to enable the child's school to handle the child with care at the school setting.

RECOMMENDATION:
Approve the five-year Memorandum of Understanding with the San Diego Police Department to implement the Notification of Exposure to Trauma Project 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 2020-2021 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

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

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

Memorandum of Understanding

Between

San Ysidro School District

and

San Diego Police Department

Re
Notification of Exposure to Trauma

This Memorandum of Understanding (MOU) is made and entered into by and between San Ysidro School District and San Diego Police Department, also referred to individually as Party and collectively as Parties.

I. PURPOSE

The Larger Project. To further implement an initiative aimed at addressing children's exposure to violence and trauma. Childhood exposure to violence and trauma, without the right supports, is often associated with increased risk of poor outcomes in emotional, behavioral and physical health over the life span. Children exposed to violence and trauma are also at a higher risk of poor school related outcomes and are more likely to enter the criminal justice system later in life, which can contribute to generational cycles of violence and system involvement. This project directly addresses the goal of mitigating these negative impacts of exposure to trauma when it does occur, by providing support and on-site, trauma focused interventions by school staff and/or mental health providers, if necessary, to children identified by local law enforcement and school personnel.

Notification of Exposure to Trauma. Acknowledging the collaborative work already underway in the community around trauma and specifically around social and emotional health within the school system, this Memorandum of Understanding ("MOU") will focus on notification to the school system by law enforcement when a child is exposed to trauma in the home or in the community to enable the child's school to handle the child with care upon his or her arrival at school the next school day following the incident. For the purpose of this MOU, the phrase "exposed to trauma" shall be construed broadly. Should a law enforcement officer be uncertain as to whether or not to give notice to the school, judgement should be exercised in favor of notification.

The Parties wish to memorialize their agreement in this MOU to carry out the purpose set forth above.

II. San Diego Police Department ("LE") agrees to:

A) Send a notification to **San Ysidro School District** System identifying children that have been present for police interactions or otherwise exposed to violence or trauma in the community following the notification protocol as outlined below.
B) Notification will be given by sending an email via a Web based application stating the child's name, school, other identifying information if known, and the phrase "Handle with Care".
C) Notifications will contain no specific information about the incident in order to maintain privacy of the student and their family.
D) Otherwise maintain the confidentiality of students and their families.

III. San Ysidro School District ("School") agrees to:

A) Receive notifications, as described in section II A and B above from LE and disseminate them to the designated point persons within each school by forwarding to them the HWC e-mail notification from LE.
B) Upon receipt of a Handle with Care notification identifying a child who has been exposed to trauma, the designated point persons within each school will then disseminate the notification to appropriate teachers, social workers, guidance counselors, and any other relevant staff.
C) Provide identified students who are exhibiting behaviors that are not consistent with their normal manner a safe person and space where they can receive additional supports, such as postponing a test, accepting a missed assignment, or allowing the student to rest if he or she is having a hard time focusing or staying awake, but otherwise not addressing the child about the incident.
D) Determine need for on-going counseling or other intervention, and follow district referral procedures.
E) Provide education on trauma informed care to all school personnel.
F) Maintain the confidentiality of student's information, including but not limited to academic records, health records, and mental health services. Notifications may be maintained for any purposes consistent with the purpose of this MOU, but shall not be part of any student's permanent record.

IV. TERMINATION, TERM, AND LIABILITY:

A) Each Party has the right to cancel this MOU with 30 days written notice to the other Party. Notices shall be sent to:

- Lieutenant Ruben Gutierrez, SDPD, 1120 27th Street, San Diego, CA, 92154

San Ysidro School District:

- Dr. David Farkas, Assistant Superintendent of Educational Leadership, Pupil Services & Safety, 4350 Otay Mesa Road, San Ysidro, CA 92173 // david.farkas@sysdschools.org

B) Nothing in this MOU creates a legal duty, contractual obligation, or third-party right for either Party to make or receive any notification described herein. Neither Party shall incur any liability for failing to make a notification described herein.

C) Neither Party assumes any liability for any act or omission committed by the other Party. The Parties acknowledge that this MOU is by and between two independent entities and is not intended, nor shall be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association. For tort liability purposes, neither Party nor participating agency shall be considered the agent of the other. Each party shall, to the extent possible under applicable law, assume financial responsibility, and defend itself, for any liabilities arising from the acts or omissions of its own employees' actions pursuant to this MOU.

D) Each Party to this MOU agrees to cooperate fully with the other Party in the defense of claims, pursuant to these provisions. This cooperation will include, but is not limited to, the following:

1) Immediate notification to the other Party of any accident or incident resulting in personal injury, damage or having the potential for liability;
2) Immediate notification to the other Party of any claim made against it alleging liability;
3) Permit a Party to this MOU to conduct a parallel independent investigation of any incident, and/or
4) Make records available for purposes of the investigation or defense of any claim and/or legal proceeding to the extent permitted by law.

This MOU shall remain in effect until terminated as provided herein, not to exceed a period of five years from the effective date.

This MOU shall be effective on the date of the last signature. This MOU may be executed in any number of identical counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument when each Party has signed one such counterpart.

SAN DIEGO POLICE DEPARTMENT

By: _____ Date: _____
David Nisleit
Chief, San Diego Police Department

APPROVED AS TO FORM:
Mara W. Elliott
City Attorney
By: _____
Deputy City Attorney

Date: _____

SAN YSIDRO SCHOOL DISTRICT

By: _____ Date: _____
Marilyn Adrianzen, Chief Business Official

Board approved: _____

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: March 11, 2021

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

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

☐ Informational
☒ Action

AGENDA ITEM: MEMORANDUM OF UNDERSTANDING WITH WESTED FOR THE ADMINISTRATION OF THE CALIFORNIA HEALTHY KIDS SURVEY

BACKGROUND INFORMATION:

WestEd partners with schools and districts to provide research-based services to improve education outcomes and turn around low-performing schools and districts. WestEd understands that to improve learning for children, youth, and adults, it is essential to support and enhance the effectiveness of education systems at all levels.

The California Healthy Kids Survey (CHKS) is the largest statewide survey of resiliency, protective factors, risk behaviors, and school climate in the nation. Across California, the CHKS has led to a better understanding of the relationship between students' health behaviors and academic performance and is frequently cited by state policymakers and the media as a critical component of school improvement efforts to help guide the development of more effective health, prevention, and youth development programs.

San Ysidro School District is required to administer the CHKS by the end of the 2020-21 school year, with the mandatory obligation of having an approved Memorandum of Understanding with WestEd.

RECOMENDATION:

Approve/Ratify the Memorandum of Understanding with WestEd for the administration of the California Healthy Kids Survey during school year 2020-21 at the total cost of $2,662.60 from the General fund.

LCAP GOAL AND ACTION/SERVICE:

Goal 2: Safety, climate, and student engagement – All students will be educated in a positive academic environment that are welcoming, safe, and drug-free.

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

Financial Implications?	Are funds for this item available in the 2020-2021 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

$2,662.60	General Fund
(Amount)	(Name of funding source and/or location)

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

school climate health & learning

CALIFORNIA SURVEY SYSTEM

MEMORANDUM OF UNDERSTANDING · 2020/21 SCHOOL YEAR

DISTRICT NAME: SAN YSIDRO SCHOOL DISTRICT

This agreement outlines conditions to be met by the above named district (the "District") and WestEd as they relate to access to and the administration of the California Healthy Kids Survey (CHKS), the California School Staff Survey (CSSS), and the California School Parent Survey (CSPS), which are part of the comprehensive CalSCHLS data system, developed by WestEd under contract with the California Department of Education (CDE). **Survey access will not be granted until a signed copy of this Memorandum of Understanding (MOU) is received.**

I. DISTRICT AGREES TO:

- **Coordination.** Provide one district–level contact person for each participating district.
- **Surveys.** Administer each CalSCHLS survey selected by District (CHKS, CSSS, and/or CSPS) according to the procedures in the CalSCHLS Administration Instructions. Ensure that each survey administered is the most recent version.
- **Data Submission and Report Preparation.** Notify CalSCHLS Regional Center staff upon completion of each survey administration per the guidelines provided at registration.

CALIFORNIA HEALTHY KIDS SURVEY (CHKS) ADMINISTRATION

- **Grades and Schools.** Survey Grades 3 through 12 as appropriate within the District. Provide current student enrollment figures for all schools by grade level.
- **Parent Consent.** Follow the active parental consent process with grades below seven, and passive parental consent with Grade 7 and above.
    - Follow written school board policy for active and/or passive consent and provide notification to parents of the approximate date(s) of survey administration and the availability of survey instruments for review at school and/or district offices. This is required regardless of consent type.
- **Privacy of Students.** Preserve respondent privacy and the confidentiality of the responses by ensuring that the room set-up prevents anyone from observing how the respondent is answering the survey questions and ensure that reasonable measures are taken to protect the responses after they are collected.
- **Assurance of Confidentiality Agreement.** Ensure that all teachers/proctors assigned to administer the survey sign the Assurance of Confidentiality Agreement and read the Introductory Script to students.
- **Response Rates.** Make best efforts to obtain a response rate of at least 70% of students in surveyed grades.

CALIFORNIA SCHOOL STAFF SURVEY (CSSS) ADMINISTRATION

- Ensure that all staff at participating schools have the opportunity to complete the online survey (CSSS) at each school and for each grade level.

CALIFORNIA SCHOOL PARENT SURVEY (CSPS) ADMINISTRATION

- Coordinate with CalSCHLS staff regarding the administration of online and paper parent survey materials.
- Administer the CSPS to all parents, guardians, or other caregivers of students in all grades and schools in the district.
- Each family (parent/guardian/caregiver) should complete only one survey per school regardless of number of children enrolled in that school.

PAYMENT

Make payment of all CalSCHLS fees, at the current rates for the applicable school year within thirty (30) days of completion of services and receipt of deliverables. See attached fee schedule for the 2020-2021 school year.

II. WESTED AGREES TO PROVIDE:

- Comprehensive technical assistance via email and phone.
- Access to the CHKS online system or master copies of the survey instrument with scantrons and materials.
- Access to the CSSS online system.
- Access to the CSPS online system and master copy of the survey instrument for paper administration.
- Access to the CalSCHLS System website (calschls.org).
- Access to the integrated CalSCHLS Administration Instructions on each of the survey websites, which shall cover the tasks that need to be performed in conducting the surveys, and provide step-by-step instructions to District staff with responsibility for coordinating the survey.
- Access to the CalSCHLS Administration PowerPoint presentation, which shall be posted on the CalSCHLS website.
- Monthly editions of the School Climate Connection Newsletter during the school year.
- Scanning and online services.
- **District-level reports within six to ten weeks after receipt of accurate and complete survey information and materials.**

III. ACCESS

Under the Public Records Act, any third-party (for example, the media) can request existing district reports from CDE. Raw data may be provided to public agencies and research agencies by request for analyses only after the requesting agency has executed an agreement with WestEd and/or CDE and has agreed to conditions of strict confidentiality in compliance with state and federal regulations including, but not limited to, the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR part 99), the California Information Practices Act (California Civil Code § 1798 et. seq.), and the Privacy Act of 1974, as amended (5 U.S.C. § 552).

CalSCHLS Regional Center staff post CalSCHLS reports (CHKS and CSSS) to the CalSCHLS System websites in November of the year following survey administration.

IV. CONFIDENTIALITY AGREEMENT

Districts agreeing to administer any of the CalSCHLS surveys (CHKS, CSSS, and CSPS), understand that data will be subject to the conditions stated above. Once produced, district-level reports will be available to outside agencies via the website or upon request, and raw data may be provided to public and research agencies for analysis under

strict conditions of confidentiality.

District further agrees to use the CalSCHLS surveys only for use in its own district, and only for so long as this MOU is in effect. Upon expiration or termination of this MOU, District agrees to return all CalSCHLS materials to WestEd or CDE.

V. GENERAL TERMS AND CONDITIONS

a. Terms. This MOU is effective on September 1, 2020 and expires on August 31, 2021.

b. Amendments. This MOU may be amended at any time by mutual agreement of the parties without additional consideration, provided that before any amendment shall take effect, it shall be in writing and signed by both parties.

c. Severability. The provision of this MOU are severable and the unenforceability of any provision of this MOU shall not affect the enforceability of any other provision hereof.

d. Limitation of Liability. Each party shall bear all costs, risk, and liabilities incurred by it arising out if its obligations and efforts under this MOU. Neither party shall have any right to reimbursement, payment or compensation of any kind from the other party, unless expressly agreed to in writing.

e. Indemnification. District shall defend, indemnify, and hold WestEd, its officers, agents, and employees harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this MOU but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or resulting from the negligent or intentional acts or omissions of District, its officers, agents, or employees.

   WestEd shall defend, indemnify, and hold District, its officers, agents, and employees harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this MOU but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or resulting from the negligent or intentional acts or omissions of WestEd, its officers, agents, or employees.

f. Dispute resolution. District and WestEd shall exercise commercially reasonable efforts to settle any claim, controversy, or dispute (collectively, "Dispute") arising out of or relating to this MOU. The parties shall discuss any Dispute no later than thirty (30) days after either party gives written notice to the other party of a Dispute, including the legal and factual basis for such Dispute. No arbitration or other proceeding may be commenced before the parties have met pursuant to this provision. In the event that a Dispute cannot be resolved through good faith negotiations, the parties agree that such Dispute shall be finally settled through binding arbitration. The arbitration shall be administered by JAMS, in San Francisco, California, pursuant to its Comprehensive Arbitration Rules and Procedures. The decision of the arbitrator shall be final and conclusive upon the parties. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction. Notwithstanding the foregoing, either party may seek injunctive or provisional relief to protect confidential information at any time.

g. Assignment. District shall not voluntarily or by operation of law, assign or otherwise transfer its rights or obligations under this MOU without prior written consent from WestEd. Any purported assignment in violation of this paragraph shall be void.

h. Execution. This MOU has been negotiated by all parties and shall not be strictly construed against the parties. This MOU may be executed in one or more original, electronic, or faxed counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Each of the persons signing this MOU represents that he or she has the authority to sign on behalf of and bind their respective party.

school climate health & learning
CALIFORNIA SURVEY SYSTEM

California Survey Administration Fees 2020-2021

All Fees Based on CDE Subsidized Rate

Questions? Call our toll-free CalSCHLS Helpline at 888.841.7536

❖ ❖ New for 2019-2020 ❖ ❖

Password Protected Data Dashboard* – *$75 per eligible school*

Districts may purchase a two-year subscription to a password protected, private data dashboard that displays up to six years of CalSCHLS data at the district-level and individual school level at the subsidized rate of $75 per eligible school.

	CHKS Student	CSSS Staff	CSPS Parent
Survey Set-up Fee* – *per survey type*	$150	$150	$150
Enrollment Fee – *per student enrolled*	$0.40		
Paper Processing Fee –*per parent paper copy returned for processing*			$0.40
Supplementary Modules – *each supplemental module*	$100	$100	$100
School Reports – *per school*	$75	$75	$75
School Climate Report Card – *per eligible school*	$75		
District Climate Report Card – *free if all eligible schools ordered*	$250		
County Climate Report Card	$750		
District Raw Data – *per data set*	$75	$75	$75
County-Wide Raw Data – *per data set*	$500	$500	$500
County-Wide Report – *per report*	$500	$500	

** If you are a district surveying less than 100 students, please contact your regional center for specific survey costs.*

Custom Services

Custom Modules – *$200 development fee for every three questions or fraction thereof; $100 subsequent use of same module (with no changes)*

Custom Workshops – *$125 per hour (preparation, travel, and presentation time), plus travel expenses*

Other Custom Requests – *$100 per hour*

By signing this document, the named District and WestEd signify that each party, has reviewed, understands, agrees to, and will comply with the terms and conditions stated above.

District Representative:	WestEd Staff:
_____	_____
Signature	Signature
Marilyn Adrianzen, CBO	_____
Printed name	Printed name
_____	_____
Date	Date

Board approved: _____

WestEd
WestEd.org

school climate health & learning
CALIFORNIA SURVEY SYSTEM

Sales Quote/Invoice 2021-[3768379]-01

Date: 2/18/21

Bill To:

San Ysidro School District
Nadia Aviles
4350 Otay Mesa Road
San Diego 92173

Remit To:

WestEd
Attn: WestEd Operating Account
P. O. Box 399001
San Francisco, CA 94139-9001

Email: nadia.aviles@sysdschools.org
Phone #: 619-428-4476 ext 3034

Cost Code # : 7160.20.001

Item Description	Quantity	Unit Price	Amount
CHKS Basic Administration:			
Elementary Enrollment X 40 Cents Each	1850.00	$0.40	$740.00
Secondary Enrollment X 40 Cents Each	1034.00	$0.40	$413.60
CHKS Survey Set Up Fee	1.00	$150.00	$150.00
CHKS Reporting:			
Supplemental Modules Administered	2.00	$100.00	$200.00
School Level Reports	7.00	$75.00	$525.00
CSPS Administration:			
CSPS Survey Set Up Fee	1.00	$150.00	$150.00
Parent School Level Reports	7.00	$75.00	$525.00
CSSS Administration:			
CSSS Survey Set Up Fee	1.00	$150.00	$150.00
Staff School Level Reports	7.00	$75.00	$525.00
	Total Costs:		**$3,378.60**
CalSCHLS Credits:			
County Credit			($716.00)
	Total Amount Due:		**$2,662.60**

If you have questions about this quote, please email calschls@wested.org

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: March 11, 2021

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

FROM:
Maintenance, Operations, Transportation & Facilities
Paulo Azevedo, Director

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH AARDVARK ANT AND PEST CONTROL

BACKGROUND INFORMATION:
The District has staff that is certified on the procedures of pesticide chemicals and applications. At times, there is a need for assistance in order to cover all of our District's facilities needs. The District has requested the assistance of Aardvark Ant & Pest Control to iradicate a pest situation at the District Office buildings.

The installation of 12 bait stations is quoted at $380.00 and monthly maintenance cost for the services is quoted at $109.00 for a 12-month period or until terminated.

RECOMMENDATION:
Approve/Ratify the agreement with Aardvark Ant & Pest Control at an annual cost up to $1,688.00 from the Routine Restricted Maintenance Fund.

LCAP GOAL AND ACTION/SERVICE (please indicate):

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

Financial Implications?	Are funds for this item available in the 2020-2021 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

$1,688.00	General Fund
(Amount)	(Name of funding source and/or location)

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

AARDVARK

ANT & PEST CONTROL INC.

2514 Jamacha Road, #502-40 El Cajon, CA 92019-4366
Phone 1-800-650-6008 • Fax 619-441-2546
www. aardvarkant.com

SERVICE AGREEMENT

Service start date: 2/9/2021

Billing Name San Ysidro School Dist Offic
Address 4350 Otay Mesa
City San Ysidro State Ca
Zip Code 92173 Phone

Service Name
Address
City State
Zip Code Phone
Fax

PESTS COVERED AND FREQUENCY:

☐ Ants ☐ Roaches ☐ Fleas ☑ Mice
☐ Spiders ☐ Bees ☑ Rats ☐ Gophers
☐ Other

☑ Exterior Service Monthly / EOM / Qtr ☐ Interior Service Monthly / EOM / Qtr. ☐ Interior Service upon request

STRUCTURE TYPE:

☐ Res. ☑ Comm. ☐ Apt. Units
☐ Condo. Units

CHEMICALS USED / ACTIVE INGREDIENTS

☐ Talstar One/Wisdom TC - Bifenthrin
☐ Termidor SC - Fipronil
☐ Drione - Pyrethrins
☐ Contrac Blox - Bromadiolone
☐ Archer - Pyridine
☑ FASTRAC

☐ Talstar/Wisdom Granular - Bifenthrin
☐ Maxforce Ant Killer Bait Gel - Fipronil
☐ Wasp Freeze - Phenothrin & D-Trans Allethrin
☐ Martins Gopher Getter - Strychnine Alkaloid
☐ Other

☐ P.I. - Pyrethrins
☐ Maxforce Roach Killer Gel - Fipronil
☐ Suspend - Deltamethrine
☐ Fumitoxin - Aluminum Phosphide
☐ Phantom - Chlorfenapyr
☐ Sluggo - Iron Phosphate

One Time Service Charge	$
Monthly Charge	$
Every Other Month	$
Quarterly Service	$
Discount	$
Total	$

Map Code

Comments $300.00 for installing 12 Rat bait stations. Includes 1 month of maintenance.
Maintenance monthly $109.00

"State law requires that you be given the following information: CAUTION – PESTICIDES ARE TOXIC CHEMICALS. Structural Pest Control Companies are registered and regulated by the California Structural Pest Control Board and apply pesticides which are registered and approved for use by the California Department of Pesticide Regulation and the United States Environmental Protection Agency. Registration is granted when the state finds that, based on existing scientific evidence there are no appreciable risks if proper use conditions are followed or that the risks are outweighed by the benefits. The degree of risk depends on the degree of exposure, so exposure should be minimized."

"If within 24 hours following application you experience symptoms similar to common seasonal illness comparable to the flu or any other symptoms of overexposure which are not typical of influenza, contact your physician or poison control center (1-800-876-4766) and Aardvark Ant & Pest Control Inc., immediately. Contact with rodenticides may reduce the clotting ability of blood and cause bleeding. See telephone numbers below for more information." For further information, contact any of the following:

Poison Control Center	1-800-876-4766
Aardvark Ant & Pest Control Inc.	1-800-650-6008
For Health Questions-San Diego County Health Department	1-619-692-8499
For application information – San Diego County Agricultural Commissioner	1-858-694-8980
For regulatory information – Structural Pest Control Board, 2005 Evergreen St., Suite #1500, Sacramento, CA 95815	1-800-737-8188

If a contract for periodic pest control has been executed, the frequency with treatment is to be done. In the case of Branch1 applications, the notice presdcribed by subdivision shall be provided at least 48 hours prior to application unless fumigation follows inspection by less than 48 hours.

This service agreement shall be continued for a period of **TWELVE (12) MONTHS AND THEREAFTER UNTIL CANCELLED WITH A THIRTY (30) DAY WRITTEN NOTICE.** If the property herein passes from my/our control during the period of this agreement upon thirty (30) day written notice thereof, Aardvark Ant & Pest Control Inc. will immediately cancel this agreement except that if such transfer of control occurs within three (3) months from the date of the agreement. I/we agree to pay Aardvark Ant & Pest Control Inc. in full for the first three (3) months service at the rate established herein.

NOTE: While the purpose of this agreement is to prevent damage from pests, Aardvark Ant & Pest Control Inc. shall not be liable for any loss or damage caused by sources of pests occurring after the date of service. All complaints must be submitted in writing to the above branch within 24 hours following any loss or damage.

A service fee of $25.00 will be charged on all returned checks.

THIS AGREEMENT DOES NOT INCLUDE CARPENTER / PHAROH ANTS OR WOOD DESTROYING ORGANISMS.

I have read, understand and hereby agree to all terms and conditions of this agreement.

Aardvark Ant & Pest Control Inc.

Accepted

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: March 11, 2021

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH STANLEY CONVERGENT SECURITY SOLUTIONS INC.

BACKGROUND INFORMATION:
Stanley Convergent Security Solutions, Inc. has been providing services to all of our district sites for the past several years. Their services include the installation, repairs, and monitoring of the security systems.

The District would like to add a 5-year Schedule of Service and Protection (Equipment and Services) for Temp Probes at all of the schools cafeteria refrigerator areas. Stanley Convergent Security Solutions, Inc. will install and integrate temperature sensors into existing Sonitrol instrusion panels already on site.

- District Office & Maintenance & Operations
- Sunset
- OVH
- Smythe
- VDM
- SYMS
- La Mirada
- Willow

Year 1: $35,236.61 (includes Installation and Maintenance)
Year 2 – 5: $6,558.96 (Maintenance only)
Contract total: **$61,472.45**

RECOMMENDATION:
Approve the 5-year Equipment and Service Agreement with Stanley Convergent Security Solutions, Inc. for the installation and monitoring services of temperature probes at all of the school site cafeterias at a cost of $61,472.45 from the General fund.

LCAP GOAL AND ACTION/SERVICE (please indicate):

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

Financial Implications? ☒ Yes ☐ No

Are funds for this item available in the 2019-2020 Budget? ☒ Yes ☐ No

Requisition #

5-Year Total	General Fund
$61,472.45	
(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 12th day of March, 2021, by and between the San Ysidro School District, hereinafter called the "District", and

STANLEY Convergent Security Solutions, Inc.	(858) 431-5964
Company/Consultant	Telephone Number
8350 Sunlight Drive, Fisher, IN 46037	www.stanleysecurity.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. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

Compliance with Law. All services rendered hereunder shall be provided in accordance with any and all applicable ordinances, resolutions, statutes, rules, and regulations of the District, City and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered. Each and every provision required by law to be included in this Agreement shall be deemed to be included by this reference, and this Agreement shall be read and enforced as though they were included.

Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless District against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against District hereunder.

1.2 TERM

From: March 12, 2021 To March 11, 2026 (5 years)

The Term of this Agreement as noted, unless earlier terminated as provided herein. The Parties may mutually agree to renew 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 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. District shall notify Consultant, in writing, at least ten (10) days prior to any such review or audit of Consultant's records, and shall occur during Consultant's normal business hours. The District's right to audit or review such records shall exclude the right to review or audit Consultant's proprietary information including its underlying costs, markups and overhead rates.

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 and 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.

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.
District waives _____

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 with respect to liability arising out of work or operations performed by or on behalf of the Consultant. General liability coverage can be provided in the form of an **Additional Insured Endorsement** to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used). If Blanket Endorsement, it must include policy number and insured's name. The additional insured coverage shall not apply to any central station monitoring services, including any signal-handling, notification or dispatching aspects of the monitoring service.

Primary Coverage
For any claims related to this contract, with the exception of the off-site monitoring services, 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 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 will be the responsibility of Consultant.

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 two (2) 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 ***two (2)*** years after completion of work.

Verification of Coverage
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.

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; interruptions in telephone, internet, or other telecommunications service.

(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 at least thirty (30) days prior written notice to Consultant, terminate the whole or any part of this Agreement at any time upon Consultant's default in the performance of any of the terms and conditions of the Agreement, and failure to remedy or cure such default. If, after the thirty (30) days period Consultant does not remedy or cure such default, District may terminate the Agreement effective immediately thereafter. Intentionally omitted.

(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, 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 directed 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, 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 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 while on the District's premises, 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. Notwithstanding the foregoing, Consultant shall have no liability or obligation to indemnify for damage, liability or expense resulting from or due to occurrences and/or the consequences therefrom that the equipment is intended to detect, prevent or record, including any such loss or damage which may be occasioned or caused by the improper working or malfunctioning of the equipment; or where damages are alleged to be caused by any action or nonaction of an employee of Consultant while furnishing central station monitoring services, including any signal-handling, notification or dispatching aspects of the monitoring service.

With the exception of third party indemnity obligations, breach of confidentiality, gross negligence or willful misconduct, Consultant, its officers, employees, agents or subcontractor shall in no event be liable for any incidental, special or consequential damages, however caused whether by negligence or otherwise, or for the negligence of others.

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:	**STANLEY CONVERGENT SECURITY SOLUTIONS, INC.**	
Name:	Lydia Reyes	Matt Bruno
Title:	Executive Security Consultant	General Counsel
Address:	3949 Ruffin Road, Suite E	8350 Sunlight Drive
City/State/Zip Code:	San Diego, CA 92123	Fishers, IN 46037
Telephone:	619-843-1761	
Email:	Lydia.reyes@sbdinc.com	Matt.Bruno@sbdinc.com

DISTRICT:	**San Ysidro School District**	
Name:	Marilyn Adrianzen	Paulo Azevedo
Title:	Chief Business Official	Director, MOTF
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	Paulo.azevedo@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. This Agreement may not be modified or altered except in writing signed by both parties hereto.

7 LIMITED EQUIPMENT WARRANTY

Where District purchases a security system under this Agreement, Consultant warrants that the equipment will be free from defects in material and workmanship for a period of ninety (90) days from the date the security system is placed into operation ("Limited Equipment Warranty"). If, during this warranty period, any of the equipment or parts are defective or malfunction, such equipment or parts will be, at Consultant's sole option, either repaired or replaced free of charge. Warranty repair is provided during the hours of 8:00 a.m. to 4:00 p.m., local time, Monday through Friday, excluding holidays. This warranty shall be void and inapplicable in any of the following circumstances: i) the damage or malfunction occurs because the system has been adjusted, added to, altered, abused, misused or tampered with by the District and/or by any third party; ii) the system has been operated or used contrary to the operating instructions; iii) the software of the system is used with an operating system other than that specified by Consultant or its original equipment manufacturer; iv) the claimed defect or malfunction arises from performance issues of the District's data network(s) and/or power fluctuations.

DISCLAIMER OF ALL OTHER WARRANTIES. WITH THE EXCEPTION OF THE FOREGOING LIMITED EQUIPMENT WARRANTY, CONSULTANT MAKES NO OTHER AND EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THAT THE SYSTEM OR SERVICE SUPPLIED MAY NOT BE COMPROMISED, OR THAT THE SYSTEM OR SERVICE WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INTENDED.

8 CENTRAL STATION MONITORING SERVICES

Central station monitoring services will be governed by the terms and conditions as set forth in Exhibit B, which is incorporated into and become binding provisions of this Agreement.

9 TITLE TO AND USE OF CONSULTANT-OWNED EQUIPMENT

9.1 For any equipment identified as Consultant-owned Equipment on the applicable Schedule of Service and Protection or Scope of Work ("Schedule"), District acknowledges that the purchase price for the Consultant-owned Equipment is incorporated into the Total Monthly Fee set forth on the Schedule and will be paid over the Initial Term of the Agreement. Consultant shall retain title to any such Consultant-owned Equipment until the full purchase price is paid. Upon expiration of the Initial Term, and provided all payments for the Consultant-owned Equipment has been paid, District may contact Consultant to renegotiate the Total Monthly Fee to reflect that the purchase price of the Consultant-owned Equipment has been paid.

9.2 Consultant-owned Equipment installed on the District's premises shall at all times remain solely the property of Consultant, and District agrees not to permit the attachment thereto of any equipment not furnished by or approved by Consultant. The District shall have no right, title or interest in any Consultant-owned Equipment outside of the leasehold interest created by the applicable Schedule. It is further understood and agreed that Consultant, at Consultant's option, may either remove or abandon all Consultant-owned Equipment, including all wiring installed by Consultant, in whole or in part, upon any termination of this Agreement by lapse of time, default of any monies due hereunder, or otherwise, without any obligation to repair or redecorate any portion of the District's premises. Such removal or abandonment shall not constitute a waiver of Consultant's right to collect any charges which have accrued under this Agreement.

9.3 District shall keep all Consultant-owned Equipment at all times free and clear from all liens, claims, levies, encumbrances, security interests and processes, of any nature whatsoever. District shall give Consultant immediate notice of any such attachment or other judicial process affecting any of the Consultant-owned Equipment. Without Consultant's written permission, District shall not attempt to or actually: (i) pledge, lend, create a security interest in, sublet, exchange, trade, assign, swap, use for an allowance or credit or otherwise; (ii) allow another to use; (iii) part with possession; (iv) dispose of; or (v) remove from the location of installation, any item of the Consultant-owned Equipment. If any item of Consultant-owned Equipment is exchanged, assigned, traded, swapped, used for an allowance or credit or otherwise to acquire new or different equipment (the "new equipment") without Consultant's prior written consent, then all of the new equipment shall become equipment owned by Consultant subject to this Agreement and the applicable Schedule.

9.4 **WAIVER OF UCC REMEDIES**. With respect to Consultant-owned Equipment, DISTRICT EXPRESSLY WAIVES ANY

AND ALL RIGHTS AND REMEDIES CONFERRED UPON DISTRICT UNDER ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE (AND/OR ANY STATE'S VERSION THEREOF) AND ANY RIGHTS NOW OR HEREAFTER CONFERRED UPON DISTRICT BY STATUTE OR OTHERWISE THAT MAY LIMIT OR MODIFY CONSULTANT'S RIGHTS AS DESCRIBED IN THIS SECTION OR OTHER SECTIONS OF THIS AGREEMENT AND/OR ANY APPLICABLE SCHEDULE.

10 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**
	San Ysidro School District
Firm Name	Firm Name
Signature of Authorized Agent	Signature
	Marilyn Adrianzen, Chief Business Official
Print Name, Title	Print Name, Title
Date:	Date
	Board Approved:

Revised
02-25-21

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

Schedule of Service and Protection
Equipment & Services
San Ysidro School District

Refer to the attached documents for: Temp Probe

Installations, Monitoring and Maintenance

1. District and Maintenance
2. San Ysidro Middle School
3. Sunset Elementary School
4. Smythe Elementary School
5. La Mirada Elementary School
6. Ocean View Hills School
7. Vista Del Mar School
8. Willow Elementary School

EXHIBIT B

MONITORING TERMS AND CONDITIONS

This Exhibit B attached to and incorporated by reference into the Professional Services Agreement (hereinafter "Agreement"), between San Ysidro School District (hereinafter "District") and Stanley Convergent Security Solutions, Inc. (hereinafter "Consultant"). This Addendum is intended to govern the central station monitoring services provided by Consultant to the District. If a conflict or inconsistency exists between the Agreement and this Exhibit, then this Exhibit shall prevail as it relates to these Services.

1. Payment.

District agrees to pay Consultant for the monthly Monitoring Service annually and in advance of such services.

2. Liquidated Damages and Consultant's Limits of Liability.

A. The parties agree that Consultant is providing a system and/or service designed to reduce the risk of loss only; that the payments provided for herein are based solely on the value of the system and/or services as described herein and are unrelated to the value of any property located on District's premises; that Consultant is not liable for losses which may occur in cases of malfunction or nonfunction of any system provided by Consultant or that Consultant is not liable for losses which may occur in the monitoring, repairing, signal handling or dispatching aspects of the service even if due to Consultant's negligence, or failure of performance, with the exception of Consultant's gross negligence, willful misconduct; that Consultant is not liable for losses resulting from failure to warn or inadequate training; that Consultant is not an insurer; and that insurance covering personal injury, property loss, and damage to and on District's premises must be obtained and/or maintained by District. District understands that it is District's duty to purchase such insurance; that Consultant offers several levels of protection and services and that the system and/or service described in the Schedule has been chosen by District after considering and balancing the levels of protection afforded by various systems and the related costs. The Agreement shall confer no rights on the part of any person or entity that is not a party hereto, whether as a third-party beneficiary or otherwise.

B. IT IS AGREED THAT IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX ACTUAL DAMAGES WHICH MAY ARISE IN SITUATIONS WHERE THERE MAY BE A FAILURE OF THE SYSTEM AND/OR SERVICES PROVIDED, DUE TO THE UNCERTAIN NATURE OF POTENTIAL DAMAGES AND/OR VALUE OF CUSTOMER'S PROPERTY OR THE PROPERTY OF OTHERS KEPT ON THE PROTECTED PREMISES WHICH MAY BE LOST, STOLEN, DESTROYED, DAMAGED OR OTHERWISE AFFECTED BY OCCURRENCES WHICH THE SYSTEM OR SERVICE IS DESIGNED TO DETECT OR AVERT, INCLUDING LOSS, DAMAGE, OR INABILITY TO OR IMPAIRMENT OF ACCESS TO CUSTOMER DATA, INABILITY OF CONSULTANT TO GUARANTEE POLICE, FIRE DEPARTMENT AND MEDICAL ALERT RESPONSE TIME, AND ESTABLISHING A CAUSAL CONNECTION BETWEEN THE SYSTEM OR SERVICE PROBLEMS AND CUSTOMER'S POSSIBLE LOSS OR INJURIES TO THIRD PARTIES. THEREFORE, IF LIABILITY IS IMPOSED ON CONSULTANT, ITS EMPLOYEES, AGENTS OR REPRESENTATIVES, FOR PROPERTY DAMAGE OR PERSONAL INJURY, SUCH LIABILITY SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE ANNUAL SERVICE CHARGE FOR THE PARTICULAR LOCATION INVOLVED OR $10,000 WHICHEVER IS LESS. THIS SUM SHALL BE PAID AND RECEIVED EITHER (I) AS LIQUIDATED DAMAGES AND NOT AS A PENALTY, OR (II) AS A LIMITATION OF LIABILITY APPROVED AND AGREED UPON BY THE PARTIES. THE PAYMENT OF THIS AMOUNT SHALL BE CONSULTANT'S SOLE AND EXCLUSIVE LIABILITY REGARDLESS OF WHETHER LOSS OR DAMAGE IS CAUSED BY THE PERFORMANCE OR NONPERFORMANCE OF OBLIGATIONS UNDER THIS AGREEMENT OR BY NEGLIGENCE, ACTIVE OR OTHERWISE, OF CONSULTANT, ITS EMPLOYEES, AGENTS OR REPRESENTATIVES. IF DISTRICT WISHES CONSULTANT TO INCREASE THE AMOUNT OF THE LIQUIDATED DAMAGES OR LIMITATION OF LIABILITY AS PROVIDED ABOVE, DISTRICT MAY OBTAIN FROM CONSULTANT AN ADDITIONAL AMOUNT OF LIQUIDATED DAMAGES OR LIMITATION OF LIABILITY BY PAYING AN ADDITIONAL MONTHLY SERVICE CHARGE TO CONSULTANT, SUBJECT TO WRITTEN APPROVAL BY

AN AUTHORIZED CONSULTANT REPRESENTATIVE SETTING FORTH SAID TERMS. THIS CLAUSE WILL IN NO WAY BE INTERPRETED TO ESTABLISH CONSULTANT AS AN INSURER.

NO SUIT OR ACTION SHALL BE BROUGHT AGAINST CONSULTANT MORE THAN ONE (1) YEAR AFTER THE ACCRUAL OF THE CAUSE OF ACTION ARISES.

C. Since the parties agree that District retains the sole responsibility for the life and safety of all persons in its premises, and for protecting against losses to his/her own property or the property of others in its premises, DISTRICT AGREES TO INDEMNIFY AND SAVE HARMLESS CONSULTANT, ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES FROM AND AGAINST ALL CLAIMS, LAWSUITS AND LOSSES BY PERSONS NOT A PARTY TO THIS AGREEMENT, ALLEGED TO BE CAUSED BY THE IMPROPER OPERATION OF THE SYSTEM, WHETHER DUE TO MALFUNCTIONING OR NONFUNCTIONING OF THE SYSTEM OR THE NEGLIGENT PERFORMANCE OR NONPERFORMANCE BY CONSULTANT FOR ANY SERVICE PROVIDED BY CONSULTANT, INCLUDING BUT NOT LIMITED TO, MONITORING, SIGNAL HANDLING, OR DISPATCHING ASPECTS OF THE SERVICE.

3. Waiver of Subrogation.

District shall obtain, and maintain, insurance coverage to cover all losses, damage, or injury, related to or sustained by District in connection with the services provided by Consultant. For all losses, damage or injury above the limits set forth in Paragraph 2.B, District shall look solely to its insurer for recovery of its loss and hereby waives any and all claims for such loss against Consultant. District agrees to obtain insurance permitting said waiver without invalidating coverage. District does hereby for itself and for other parties claiming under it, release and discharge Consultant from and against all claims arising from hazards covered by insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against Consultant.

4. Miscellaneous Charges and Increase in Charges.

A. If District or Consultant is assessed any fine or penalty by any municipality, fire, or police department as a result of any false alarm, District shall pay the full amount of such fine or penalty. If, following an investigation at District's request, it is mutually agreed that a false alarm was caused by Consultant, the amount of the fine or penalty paid by District shall be credited to District's account.

B. District shall pay any and all charges imposed by any telephone, internet, or other telecommunications provider. Consultant may immediately increase its monthly charges to reflect any increased telecommunications charges for the District facility covered by this Agreement.

C. It is District's responsibility to obtain alarm use permits and any other types of permits required by the local jurisdiction.

5. Obligations of District.

A. District shall have full responsibility for the operation of any and all bypass or switch units provided for disconnecting or reconnecting the alarm sounding and/or transmitting equipment at District's premises.

B. For those premises where Consultant is to provide monitoring, District shall furnish Consultant a list of the names, titles, telephone numbers and signatures of all persons authorized to enter the premises of District during scheduled closed periods and shall be responsible for updating such lists. In cases of supervised service, District shall also furnish Consultant with an authorized daily and holiday opening and closing schedule.

C. District shall set the alarm system at such times as District shall close its premises. District shall test the alarm system prior to each closed period and shall immediately report to Consultant any claimed inadequacy in, or failure of, the system. District shall perform a periodic walk test of any motion detection equipment used on the premises.

D. For those premises where Consultant is to provide central station sprinkler supervisory and water flow alarm or automatic fire alarm service, District warrants and agrees that all alarm valves, gate valves, tanks, pumps, compressors, inspector test connections, or other elements of the sprinkler system as now installed or to be installed, are, or will be, corrected at District's expense so as to be acceptable to the insurance and other authorities having jurisdiction when equipped with Consultant's signaling devices. District further agrees to furnish any necessary water through District's meter and at District's expense, to place hoods over any open forges or fires, and to pipe all boiler blow-offs and steam exhaust outside the premises to be protected.

E. For those premises where closed circuit television equipment is provided, District will provide adequate illumination under all operational conditions for the proper operation of the closed circuit television camera and will provide 110 AC power supply where required, as well as shelf or desk space for monitors.

F. It is mutually agreed that the District assumes full responsibility for the operation of any and all bypass or switch units provided for disconnecting or reconnecting the alarm sounding and/or transmitting equipment at District's premises.

G. District represents that, except to the extent it has given Consultant written notice prior to the execution of this Agreement, (i) to the best of its knowledge there is no asbestos or presumed asbestos-containing material, formaldehyde or other potentially toxic or hazardous material contained within, or in, on or under any portion of any area where work will be performed under this Agreement. If such materials (whether or not disclosed by District) are discovered and such materials provide an unsafe or unlawful condition, such discovery shall constitute a cause beyond Consultant's reasonable control and Consultant shall not start, or continue, to perform its work under the Agreement until District has remedied the unsafe or unlawful condition at District's sole expense. District agrees to indemnify, defend, and hold Consultant, its officers, directors, and agents harmless from any damages, claims, injuries, liabilities resulting from the exposure of Consultant's employees, contractors, or subcontractors to hazardous materials at the work site; provided, however, that the foregoing provision will not apply when it has been determined that such hazardous materials were brought to the work site by Consultant.

H. **Verified Response Jurisdictions**. Some jurisdictions require that an intrusion be verified by video, audio, or in-person verification before police will respond to an alarm signal. In the event an intrusion alarm signal is received by Consultant, but the police department indicates it will not respond without verification, Consultant shall verify by video or audio (if possible) or shall contact a guard service to send a guard to District's Premises to verify the alarm. District shall be responsible for payment of any costs Consultant incurs in this regard.

6. Obligations of Consultant.

A. If District has subscribed to monitoring service, the system will be connected to an alarm monitoring station operated by Consultant or one of its affiliates (the "Center"). Unless specifically requested otherwise by the District and approved by Consultant, when an intrusion alarm signal from the alarm system is received, the Center will first try to telephone District's premises, and if there is no answer then will try to telephone the first available person on District's emergency call list, to verify whether or not an emergency condition requiring police response exists. If there is no answer to both of these calls or the person contacted indicates that an emergency exists, the Center will attempt to notify the police department. The Center will also attempt to contact someone on the emergency call list to advise them once the police have been notified. When a fire alarm, hold-up alarm, or duress alarm signal is received, the Center will attempt to notify the police or fire department or other emergency personnel and the first available person on the emergency call list. When a non-emergency signal is received, the Center will attempt to contact the premises or the first available person on the emergency call list but will not notify emergency authorities. The Center reserves the right to use automated notification procedures in lieu of phone call notifications for non-emergency signals unless expressly prohibited by local authorities. If District requires phone notification for non-emergency signals, District agrees to subscribe to such service and an additional fee may

apply. Phone notification for non-emergency signals will be made during normal day-time hours unless expressly requested otherwise by District.

Consultant may choose not to notify emergency personnel if it has reason to believe that an emergency condition does not exist. Consultant and District are obligated to comply with all notification and response requirements imposed by governmental agencies having jurisdiction over the system. Consultant reserves the right to discontinue or change any particular response service due to such governmental or insurance requirements without notice. District consents to the audio and video recording of telephonic and video communications between District's premises and Consultant, and will inform its employees and third parties that such recordings are authorized. If District's police or fire department now or in the future requires physical or visual verification of an emergency condition before responding to a request for assistance, District agrees to subscribe to such service if provided by Consultant, or otherwise comply with such requirements, and an additional fee may apply for such services.

B. If video equipment is installed, it will be integrated into the system. When the video equipment is activated, it will send a video transmission to the Center. The Center will first attempt to verify the nature of the emergency by viewing the video. If the Center determines that an emergency condition exists, it will try to first telephone the premises, if available, and report the emergency condition. If there is no answer or the person answering confirms the emergency condition, then, based upon the nature of the emergency condition, the Center will notify the proper police or fire department or other emergency personnel, and the next available person on the emergency call list. If the Center determines that an emergency condition does not exist or the video is inconclusive, the Center will use the notification procedures set forth in paragraph 6.B above.

C. District understands that, if the system installed is monitored, due to the nature of the method used for communicating alarm signals to the Consultant's monitoring center, there may be times when that communication method is not able to transmit signals and Consultant will not receive alarm signals. Digital communicators use telecommunications lines (such as standard telephone lines or other types of lines), and Consultant does not receive signals when the telephone system becomes non-operational or the line is placed on vacation status, cut, interfered with, or otherwise damaged. There will be times when any radio frequency method, such as cellular, public or private radio systems or Internet-based service, cannot transmit an alarm signal due to lack of signal strength, network congestion, or unavailability of a communications channel. Similarly, any other type of communication method installed under this Agreement also can experience an inability to communicate alarm signals. **District understands that Consultant offers several levels of communication methods of alarm signals to the Center and that the Services described on the applicable Schedule(s) have been chosen by District after considering and balancing the levels of protection afforded by various communication methods and the related costs. District acknowledges and agrees that District is solely responsible for the selection of the type of communication method and whether the utilization of more than one communication method is required.** Communications networks provided by independent carriers or providers are wholly beyond Consultant's control and are maintained and serviced, solely by the applicable carrier or provider. District agrees to reimburse Consultant for any costs incurred to reprogram the communicator because of area code changes or other dialing pattern changes. If telephone service is used, the use of DSL or other broadband telephone service may prevent the system from transmitting alarm signals to the monitoring center and/or interfere with the telephone line-seizure feature of the system. Such services should be installed on a telephone number that is not used for alarm signal transmission. District agrees to notify Consultant if District has installed or intends to install DSL or other broadband service. **IMMEDIATELY AFTER THE INSTALLATION OF DSL OR OTHER BROADBAND SERVICE, THE SYSTEM'S SIGNAL TRANSMISSION MUST BE TESTED WITH THE MONITORING CENTER.**

D. For those premises with a direct connection to the police, fire department, or other agency, it is mutually understood and agreed that signals transmitted hereunder will be monitored in police and/or fire departments or other locations, and that the personnel of such police and/or

fire departments or other agencies are not Consultant's agents, nor does Consultant assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals.

E. For those premises where card access security is provided, Consultant assumes no responsibility or liability for lost or stolen access cards

F. **Termination of Monitoring.** If Consultant is engaged at the time of termination of the Agreement by either party to monitor any alarms or signals from any District premises, District agrees that Consultant may cease such monitoring on the effective date of any termination without additional notice to District.

STANLEY - TEMPERATURE PROBES FOR EQUIPMENT

	Installation	Monthly Charges	Yearly Maintenance Charges
District Office	$ 3,729.92	$ 100.00	$ 1,200.00
La Mirada	$ 6,012.82	$ 98.29	$ 1,179.48
Smythe	$ 6,012.82	$ 98.29	$ 1,179.48
Sunset	$ 2,614.00	$ 50.00	$ 600.00
Willow	$ 2,489.00	$ 50.00	$ 600.00
SYMS	$ 2,489.00	$ 50.00	$ 600.00
OVHS	$ 2,691.45	$ 50.00	$ 600.00
VDM	$ 2,638.64	$ 50.00	$ 600.00
Total	$ 28,677.65	$ 546.58	$ 6,558.96

Grand Total Installation and 1st year maintenance	$ 35,236.61

4-yr Maintenance	$	26,235.84
Contract Total	$	61,472.45

Temp Probe Installs

1. District and Maintenance
2. San Ysidro Middle School
3. Sunset Elementary School
4. Smythe Elementary School
5. La Mirada Elementary School
6. Ocean View Hills School
7. Vista Del Mar School
8. Willow Elementary School

Schedule of Service and Protection

(Equipment & Services)

STANLEY CONVERGENT SECURITY SOLUTIONS, INC. ("SCSS") AND SAN YSIDRO SCHOOL DISTRICT ("CUSTOMER") AGREE ON THIS 20TH DAY OF JANUARY, 2021, THAT SCSS SHALL PROVIDE THE SERVICES DESCRIBED BELOW AT 4350 OTAY MESA RD, SAN YSIDRO, CA 92173-1617. ALL WORK, EQUIPMENT, AND SERVICES ARE SUBJECT TO THE DETAILS SET FORTH HEREIN AND TO THE TERMS AND CONDITIONS OF THE FOLLOWING AGREEMENT(S) BETWEEN THE PARTIES, IN ORDER OF PRECEDENCE: 1) ANY CURRENT MASTER AGREEMENT; AND/OR 2) ANY CURRENT AGREEMENT DIRECTLY RELATED TO THE SITE. IF SUCH AGREEMENT(S) ARE NOT IN EFFECT, ARE INAPPLICABLE, OR DO NOT CONTAIN MONITORING SERVICES TERMS AND CONDITIONS, ALL WORK, EQUIPMENT, AND SERVICES WILL BE SUBJECT TO THE TERMS AND CONDITIONS FOUND AT HTTPS://WWW.STANLEYSECURITYSOLUTIONS.COM/LEGAL. THIS SCHEDULE OF SERVICE AND PROTECTION, AND THE PRICES QUOTED HEREIN, SHALL EXPIRE IF NOT EXECUTED BY CUSTOMER WITHIN SIX (6) MONTHS OF THE QUOTE DATE LISTED BELOW, AFTER WHICH TIME SCSS MAY REVISE THE PRICING FOR THE EQUIPMENT AND/OR SERVICES SET FORTH HEREIN.

Solution: SAN YSIDRO SCHOOL DISTRICT - DISTRICT AND MAINTENANCE - TEMP PROBE - INSTALL
Opportunity Number: O-1833924
Quote: Q-209360
Quote Date: January 20, 2021
Investment Type: Direct Sale

System Information

System Type: Sonitrol - Verified Audio Intrusion
Primary System:
Secondary Systems:

Customer to Provide

Equipment

Quantity	Part Number	Description
3.00	M0010082	SS LOW TEMPERAT
3.00	TEMPGB	TEMP PROBE BUFFER KIT
1.00	1U22022S5	22/2 STR CM 500FT COIL WHITE
2.00	EA40012	ENVROALRT 4-ZN 12VDC 4-FORM-C

Existing Equipment

Quantity	Asset Name	Asset Description

Equipment Notes

CUSTOMER TO PROVIDE

ACCESS TO SITE AND POWER AS REQUIRED

Theory of Operation

STANLEY SECURITY WILL INSTALL AND INTEGRATE TEMPERATURE SENSORS INTO EXISTING SONITROL INTRUSION PANEL ALREADY ON SITE AT SAN YSIDRO DISTRICT AND MAINTANENCE OFFICE.

MAINTANENCE OFFICE

STANLEY Convergent Security Solutions, Inc. License Information (as of 7-17-2020): AK 1003300; 104891; AL 888, 1278, 1322; 1472, Complaints may be directed to Alabama Electronic Security Board of Licensure, 7956 Vaughn Rd., Montgomery, AL 36116 (334) 264-9388; 48682; AZ ROC204975; AR 032977; CMPY.0001911, Regulated by Arkansas Bd of Private Investigators and Private Security Agencies, #1 State Police Plaza Dr, Little Rock, AR 72209 (501) 618-8600; CA 848019 - C10; LCO5911; ACO6055, Alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814; CT ELC.0184851-L5; DE 04-158; FAL-0001; FL EF20001345; GA 439701; HI 36390; IA AC-211; ID 015830; 022726-AA-4; IL 127001274; KY 338 (Louisville); LA F1162; F875; F1277; 61931; MA 12737A; MD 107-1828; 259; MI 5103423; 3601207680; MN TS001238; MS 19207-SC; 15024172; MT FPL-BEL-000132; NC 23471-SP-FA/LV; 1839-CSA, Alarm Systems Licensing Bd., 3101 Industrial Drive, Ste 104, Raleigh, NC 27609 (919)788-5320; NH 0424-C; NJ 1074485; 659423; Burglar Alarm Business Lic. # 34BX00022000; NM 374554; NV F400; F401; 0071024; 0084943, NY 12000293169, Licensed by NYS Dept. of State; OH 53-89-1512; OK 953; OR 161567; PA 032736; RI 9448A; TSC 4996; SCFAC3387; BAC5501; TN 1180; 1448; 1650; 1446; CE-D 65528; TX ACR2639; ECR1821; B02140; UT 5704068-6501; VA 2705087235A, 11-5481; WA STANLCS925MZ; WV 045298; WI 969322; WY LV-G-23879.

THERE IS ONE FRIDGE AND ONE FREEZER UNIT SITTING SIDE BY SIDE IN KITCHEN AREA. STANLEY WILL DRILL INTO EACH UNIT AND INSTALL A SENSOR PROBE, PROBES WILL BE INSTALLED INSIDE GLYCERIN BOTTLES TO MEASURE PRODUCT TEMPERATURES AND NOT JUST AIR. STANLEY WILL WORK WITH THE DISTRICT ON SENSOR CALIBRATION SETTINGS TO ENSURE REQUIREMENTS ARE BEING MET.

STANLEY WILL RUN 22/2 FROM UNITS TO DATA ROOM AND CONNECT TO THE EA400 CONTROLLER AND THEN CONNECT THE EA400 TO THE SONITROL CONTROL PANEL ACCOUNT 7545

NEW EQUIPMENT

(2) SENSOR PROBES TEMPLS
(2) GLYCERIN BOTTLES -TEMPGB
(1 LOT) 22/2 CABLE
(1) ENVIRONMENT CONTROLLER UNIT -EA400

DISTRICT OFFICE

STANLEY WILL RUN 22/2 FROM UNITS TO DATA ROOM AND CONNECT TO THE EA400 CONTROLLER AND THEN CONNECT THE EA400 TO THE SONITROL CONTROL PANEL ACCOUNT 7360

NEW EQUIPMENT

(1) SENSOR PROBES TEMPL
(1) GLYCERIN BOTTLES -TEMPGB
(1 LOT) 22/2 CABLE
(1) ENVIRONMENT CONTROLLER UNIT -EA400

STANLEY SECURITY WILL INSTALL, PROGRAM AND COMMISSION TEMPERATURE SENSORS

THIS IS A INSTALL ONLY AGREEMENT. MONITORING FOR THIS WILL BE ON QUOTE Q-208342

STANLEY Convergent Security Solutions, Inc. License Information (as of 7-17-2020): AK 1003300; 104891: AL 888, 1278, 1322, 1472, Complaints may be directed to Alabama Electronic Security Board of Licensure, 7956 Vaughn Rd., Montgomery, AL 36116 (334) 264-9388; 48682: AZ ROC204975: AR 032977; CMPY.0001911, Regulated by Arkansas Bd of Private Investigators and Private Security Agencies, #1 State Police Plaza Dr, Little Rock, AR 72209 (501) 618-8600: CA 848019 - C10; LCO5911; ACO6055, Alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814: CT ELC.0184651-L5: DE 04-158; FAL-0001: FL EF20001345: GA 439701: HI 36390; IA AC-211: ID 015830; 022726-AA-4: IL 127001274: KY 338 (Louisville): LA F1162; F875; F1277; 61931: MA 12737A: MD 107-1828; 259: MI 5103423; 3601207680: MN TS001238: MS 19207-SC; 15024172: MT FPL-BEL-000132: NC 23471-SP-FA/LV; 1839-CSA, Alarm Systems Licensing Bd., 3101 Industrial Drive, Ste 104, Raleigh, NC 27609 (919)788-5320; NH 0424-C; NJ 1074485; 659423; Burglar Alarm Business Lic. # 34BX00022000; NM 374554: NV F400; F401; 0071024; 0084943; NY 12000293169, Licensed by NYS Dept. of State: OH 53-89-1512: OK 953: OR 161567: PA 032736: RI 9448A; TSC 4996; SCFAC3387; BAC5501: TN 1180; 1448; 1650; 1446; CE-D 65528: TX ACR2639; ECR1821; B02140: UT 5704068-6501: VA 2705087235A, 11-5481: WA STANLCS925MZ: WV 045298: WI 969322: WY LV-G-23879.

(Advanced Service Options)

In addition to the equipment and services provided for above, the following advanced service recommendations are offered and available as an additional measure of security. By selecting an option(s) below and executing this page, you are agreeing to the provision of such services pursuant to the same terms and conditions set forth above and at the prices listed herein.

****Please check with your consultant for additional service options.**

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Investment Type: Direct Sale

Pricing and Deposit Terms

The term of this Schedule is for a period of 60 Monthsfrom the date hereof and shall thereafter renew as set forth in the Agreement to which this Schedule of Service and Protection ("SOSP") is a Schedule ("the Agreement").

Transaction Information: Add/Upgrade
Warranty Duration: 90 DAYS
Escalation Information: 0% after 12 Months

Total Installation Price*:	$3,729.92USD
Up-front Deposit*:	$0.00
Payment Plan*: Balance Due Upon Completion*:	$3,729.92

Monthly Service Charges

Total Monthly Fee:*	*$0.00USD*
Payment Frequency:	*Annual*

Customer agrees that SCSS retains a security interest in the equipment until the full purchase price is paid.

The quantities and prices reflected in this SOSP are based upon the estimated number of components specified in blueprints, site surveys, and/or other information provided by Customer and the options selected by Customer. The equipment and scope above are expected to cover the cost of installation as quoted herein. Subject to the terms of the Agreement, SCSS reserves the right to submit Change Orders and to recover any additional costs not previously quoted. Such costs include but are not limited to, for example, additional costs that arise as a result of 1) any change to the scope of work or equipment stated in this SOSP; 2) extensions of time outside of SCSS's direct control; 3) changes in architecture, including IT infrastructure, that were not anticipated in this SOSP; 4) the undisclosed presence of asbestos and/or other environmental, health, and/or safety hazards; and/or 5) any faulty non-SCSS equipment that impacts the performance of the solution proposed by SCSS.

Unless expressly agreed otherwise in the Agreement, SCSS shall have the right to submit invoices for progress payments based on percentage work completed.

Prices do not include taxes

STANLEY Convergent Security Solutions, Inc. | Customer: SAN YSIDRO SCHOOL DISTRICT

Lydia Reyes

Security Representative

Executive Security Consultant

Security Representative Title

Customer (Sign)

Customer (Print)

STANLEY Authorized Manager (Sign)

Title

STANLEY Authorized Manager (Print)

Not Binding on SCSS without either Authorized Management Approval Signature or SCSS Begins the Installation or Services.

Account Payment Settings:

PO Required by customer:

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Billing Addresses:	Installation Invoices	Recurring Services Invoices	Time & Material Invoices
Street Address:	4345 OTAY MESA RD	4350 OTAY MESA RD	4350 OTAY MESA RD
City	SAN YSIDRO	SAN YSIDRO	SAN YSIDRO
State/Province	CA	CA	CA
Country	United States	United States	United States
Zip/Postal Code	92173-1623	92173-1617	92173-1617
Attention			
Billing Contact			
Billing Phone	6194285551	6194284476	6194284476
Billing ID			
Special Handling Required	N	N	N
Notes for Special Handling			
PO #			

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SONITROL
VERIFIED ELECTRONIC SECURITY

SONITROL *$10,000 LIMITED PERFORMANCE WARRANTY*

As an Addendum to the Agreement between Stanley Convergent Security Solutions Inc. ("SCSS") and the customer ("Customer"), it is agreed:

1. **Warranty**. Beginning after seven (7) consecutive days from installation and operation in Customer's premises of Sonitrol security devices and equipment, approved by the Sonitrol Warranty Council, SCSS warrants to Customer that said Sonitrol security devices and equipment which are monitored by a Sonitrol monitoring center (the "Sonitrol Security System") will detect and the monitoring center will report to the proper authority any burglary by forcible intrusion into the interior areas of the Customer 's building actually protected by the Sonitrol Security System (the "Protected Building"). In the event the Customer's communication line (telephone or IP connectivity) is inoperative during the time of burglary by forcible intrusion, then in lieu of the above warranty, SCSS warrants to Customer that if properly activated by Customer, any bell or other audio alarm device that is part of the Sonitrol Security System at the Protected Building will sound upon any burglary by forcible intrusion into the Protected Building. The Warranty set forth above shall be subject to and conditioned upon all terms contained in the Agreement and this Addendum.

2. **Scope of Warranty**. This Warranty is operative only in the event of loss or damage to Covered Goods (defined below) due to a burglary by forcible intrusion into the Protected Building which is undetected or unreported by the Sonitrol Security System, if said burglary occurs at a time the Sonitrol Security System has been properly activated by the Customer and at a time the Protected Building is not open for business or, if the Protected Building is a single family residence, at a time the Protected Building is not occupied by Customer or other authorized occupant ("Covered Event"). Covered Goods shall mean the Customer's own inventory, furnishings, fixtures or equipment, or if the Protected Building is a single family residence, the Customer's own tangible personal property and fixtures. It is further understood and agreed that this Warranty is not intended to enhance, negate or in any way modify any manufacturer's warranty between the Customer and the manufacturers of the various devices or equipment used in the Sonitrol Security System and any such rights, limitations and responsibilities remain solely between those parties.

3. **Exclusions.** This Warranty does not extend to, and SCSS or its agent shall have no liability for the following: (a) loss or damage to property resulting from vandalism, malicious mischief, exterior building damage from point of entry, casualty or other events not a Covered Event; (b) loss or damage to cash, coins, negotiable instruments, gold or silver ingots or bars, manuscripts, books of account or other records, intangibles, stamps or other collectibles. or other property not covered Goods; (c) if the Protected Building is other than a single family residence, loss or damage to Covered Goods contained in show or display windows resulting from forced intrusion from smashing or cutting such windows; (d) loss or damage which occurs at a time when the Protected Building is open for business (or, if the Protected Building is a single family residence, at a time when the Protected Building is occupied by a Customer or other authorized occupant), or at a time when the Sonitrol Security System has not been properly activated by the Customer or operated in accordance with the instructions given to Customer, or at a time when Sonitrol Security System is inoperative due to strikes, riots, floods, fire, earthquake, general utility service interruption or any other cause beyond the control of SCSS: (e) loss or damage occurring during a period of time that the Customer has been previously notified by SCSS or its agent that the Sonitrol Security System would be inoperative; (f) loss or damage that occurs by reason of entry to the Protected Building via an unsecured or unlocked point of access, including but not limited to unlocked doors or windows; or (g) toss or damage occurring in premises or a location other than the Protected Building, such as satellite buildings, garages, utility rooms, sheds, boiler rooms, rooms added on, or any other premises not actually protected by the Sonitrol Security System.

4. **Maximum Liability**. The maximum liability under this Warranty shall be Ten Thousand Dollars ($10,000) for the entire Protected Building regardless of the number of Sonitrol Security Systems used within the Protected Building. If Covered Goods are lost or damaged as a result of a Covered Event, SCSS or its agent may, at its option, elect (a) to replace the lost or damaged Covered Goods with goods of equivalent function and value; (b) to pay the loss in cash to Customer; or (c) to arrange for the repair or restoration of damaged Covered Goods. In the event payment of cash is selected, the amount to be paid shall be the lesser of Actual Cash Value (replacement cost less depreciation), the wholesale purchase price, or the actual cost to Customer without regard to profit markup of lost or damaged Covered Goods. The maximum amount to be paid for lost or damaged Covered Goods which are jewelry is Fifty Dollars ($50.00) per item of jewelry.

5. **Conditions to Warranty.** This Warranty, and any liability hereunder, is contingent upon the happening of the following conditions: (a) the activation and operation of the Sonitrol Security System by Customer in strict accordance with the instructions delivered to Customer; and (b) any Covered Event must be promptly reported by Customer to the police authorities and to SCSS, and within seven (7) days after a Covered Event, Customer shall submit to SCSS or its agent a complete and detailed inventory of all Covered Goods which have been lost or damaged, specifying the Customer's original cost of each item, and any other information deemed necessary or desirable regarding such goods.

6. **Termination.** SCSS or its agent may terminate or amend this Warranty at any time upon ten (10) days prior written notice to Customer. This Warranty is for the exclusive benefit of and is personal to Customer and shall not inure to the benefit of any party (including insurers) other than Customer.

7. **Waiver of Subrogation.** For the benefit of SCSS or its agent, Customer hereby waives any rights of subrogation against SCSS that any insurer of Customer may have provided, however, that if this waiver shall cause the applicable insurance coverage of Customer if any, to be invalidated, this waiver shall be void and of no effect.

8. **Effect on Agreement.** Nothing in this addendum, unless specifically stated otherwise, shall modify or supersede the terms of the principal Agreement. All of the limitations of liability in the Agreement remain in full force and effect, except to the extent this Limited Warranty applies to a Covered Event occurring while the Agreement and this Limited Warranty is in effect. It is specifically understood that the Distributors Council Inc. is not a party to this Addendum.

THIS LIMITED WARRANTY IS EXPRESSLY MADE IN LIEU OF ANY AND ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Schedule of Service and Protection

(Equipment & Services)

STANLEY CONVERGENT SECURITY SOLUTIONS, INC. ("SCSS") AND SAN YSIDRO MIDDLE SCHOOL - SAN YSIDRO ELEMENTARY SCHOOL DISTRI ("CUSTOMER") AGREE ON THIS 20TH DAY OF JANUARY, 2021, THAT SCSS SHALL PROVIDE THE SERVICES DESCRIBED BELOW AT 4345 OTAY MESA RD, SAN YSIDRO, CA 92173-1623. ALL WORK, EQUIPMENT, AND SERVICES ARE SUBJECT TO THE DETAILS SET FORTH HEREIN AND TO THE TERMS AND CONDITIONS OF THE FOLLOWING AGREEMENT(S) BETWEEN THE PARTIES, IN ORDER OF PRECEDENCE: 1) ANY CURRENT MASTER AGREEMENT; AND/OR 2) ANY CURRENT AGREEMENT DIRECTLY RELATED TO THE SITE. IF SUCH AGREEMENT(S) ARE NOT IN EFFECT, ARE INAPPLICABLE, OR DO NOT CONTAIN MONITORING SERVICES TERMS AND CONDITIONS, ALL WORK, EQUIPMENT, AND SERVICES WILL BE SUBJECT TO THE TERMS AND CONDITIONS FOUND AT HTTPS://WWW.STANLEYSECURITYSOLUTIONS.COM/LEGAL. THIS SCHEDULE OF SERVICE AND PROTECTION, AND THE PRICES QUOTED HEREIN, SHALL EXPIRE IF NOT EXECUTED BY CUSTOMER WITHIN SIX (6) MONTHS OF THE QUOTE DATE LISTED BELOW, AFTER WHICH TIME SCSS MAY REVISE THE PRICING FOR THE EQUIPMENT AND/OR SERVICES SET FORTH HEREIN.

Solution: SAN YSIDRO SCHOOL DISTRICT - SAN YSIDRO MIDDLE SCHOOL - TEMP CONTROL - INSTALL
Opportunity Number: O-1835788
Quote: Q-210480
Quote Date: January 20, 2021
Investment Type: Direct Sale

System Information

System Type: Sonitrol - Verified Audio Intrusion
Primary System:
Secondary Systems:

Customer to Provide

120 vac Power Outlets, Access to Device Locations, All Patching & Painting,

Equipment

Quantity	Part Number	Description
2.00	M0010082	SS LOW TEMPERAT
2.00	TEMPGB	TEMP PROBE BUFFER KIT
1.00	1U22022S5	22/2 STR CM 500FT COIL WHITE
1.00	EA40012	ENVROALRT 4-ZN 12VDC 4-FORM-C

Existing Equipment

Quantity	Asset Name	Asset Description

Equipment Notes

CUSTOMER TO PROVIDE

IP ADDRESS AS REQUIRED
POWER AS REQUIRED

Theory of Operation

STANLEY SECURITY WILL INSTALL AND INTEGRATE TEMPERATURE SENSORS INTO EXISTING SONITROL INTRUSION PANEL ALREADY ON SITE AT SAN YSIDRO MIDDLE SCHOOL.

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THERE IS ONE FRIDGE AND ONE FREEZER UNIT SITTING SIDE BY SIDE IN KITCHEN AREA. STANLEY WILL DRILL INTO EACH UNIT AND INSTALL A SENSOR PROBE, PROBES WILL BE INSTALLED INSIDE GLYCERIN BOTTLES TO MEASURE PRODUCT TEMPERATURES AND NOT JUST AIR. STANLEY WILL WORK WITH THE DISTRICT ON SENSOR CALIBRATION SETTINGS TO ENSURE REQUIREMENTS ARE BEING MET.

STANLEY WILL RUN 22/2 FROM UNITS TO DATA ROOM AND CONNECT TO THE EA400 CONTROLLER AND THEN CONNECT THE EA400 TO THE SONITROL CONTROL PANEL ACCOUNT 7263

NEW EQUIPMENT

(2) SENSOR PROBES TEMPLS
(2) GLYCERIN BOTTLES -TEMPGB
(1 LOT) 22/2 CABLE
(1) ENVIRONMENT CONTROLLER UNIT -EA400

STANLEY SECURITY WILL INSTALL, PROGRAM AND COMMISSION TEMPERATURE SENSORS

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Warranty Duration: 90 DAYS
Escalation Information: 0% after 12 Months

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Unless expressly agreed otherwise in the Agreement, SCSS shall have the right to submit invoices for progress payments based on percentage work completed.

Total Installation Price*:	$2,489.00USD
Up-front Deposit*:	$0.00
Payment Plan*: Balance Due Upon Completion*:	$2,489.00

Monthly Service Charges

Total Monthly Fee:*	*$0.00USD*
Payment Frequency:	*Monthly*

Prices do not include taxes

STANLEY Convergent Security Solutions, Inc. | Customer: SAN YSIDRO MIDDLE SCHOOL - SAN YSIDRO ELEMENTARY SCHOOL DISTRI

Lydia Reyes

Security Representative

Executive Security Consultant

Security Representative Title

STANLEY Authorized Manager (Sign)

STANLEY Authorized Manager (Print)

Customer (Sign)

Customer (Print)

Title

Not Binding on SCSS without either Authorized Management Approval Signature or SCSS Begins the Installation or Services.

Account Payment Settings:

PO Required by customer:

STANLEY Convergent Security Solutions, Inc. License Information (as of 7-17-2020): AK 1003300; 104891: AL 888, 1278, 1322, 1472, Complaints may be directed to Alabama Electronic Security Board of Licensure, 7956 Vaughn Rd., Montgomery, AL 36116 (334) 264-9388; 48682: AZ ROC204975: AR 032977; CMPY.0001911, Regulated by Arkansas Bd of Private Investigators and Private Security Agencies, #1 State Police Plaza Dr, Little Rock, AR 72209 (501) 618-8600: CA 848019 - C10; LCO5911; ACO6055, Alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814: CT ELC.0184651-L5: DE 04-158; FAL-0001: FL EF20001345: GA 439701: HI 36390; IA AC-211: ID 015830; 022726-AA-4: IL 127001274: KY 338 (Louisville): LA F1162; F875; F1277; 61931: MA 12737A: MD 107-1828; 259: MI 5103423; 3601207680: MN TS001238: MS 19207-SC; 15024172: MT FPL-BEL-000132: NC 23471-SP-FA/LV; 1839-CSA, Alarm Systems Licensing Bd., 3101 Industrial Drive, Ste 104, Raleigh, NC 27609 (919)788-5320; NH 0424-C; NJ 1074485, 659423; Burglar Alarm Business Lic. # 34BX00022000; NM 374554: NV F400; F401; 0071024; 0084943; NY 12000293169, Licensed by NYS Dept. of State: OH 53-89-1512: OK 953: OR 161567: PA 032736: RI 9448A; TSC 4996; SCFAC3387; BAC5501: TN 1180; 1448; 1650; 1446; CE-D 65528: TX ACR2639; ECR1821; B02140: UT 5704088-6501: VA 2705087235A, 11-5481: WA STANLCS925MZ: WV 045298: WI 969322: WY LV-G-23879.

Billing Addresses:	Installation Invoices	Recurring Services Invoices	Time & Material Invoices
Street Address:	4350 OTAY MESA RD	4350 OTAY MESA RD	4350 OTAY MESA RD
City	SAN YSIDRO	SAN YSIDRO	SAN YSIDRO
State/Province	CA	CA	CA
Country	United States	United States	United States
Zip/Postal Code	92173-1617	92173-1617	92173-1617
Attention			
Billing Contact			
Billing Phone	6194284476	6194284476	6194284476
Billing ID			
Special Handling Required	N	N	N
Notes for Special Handling			
PO #			

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SONITROL
VERIFIED ELECTRONIC SECURITY

SONITROL *$10,000 LIMITED PERFORMANCE WARRANTY*

As an Addendum to the Agreement between Stanley Convergent Security Solutions Inc. ("SCSS") and the customer ("Customer"), it is agreed:

1. **Warranty**. Beginning after seven (7) consecutive days from installation and operation in Customer's premises of Sonitrol security devices and equipment, approved by the Sonitrol Warranty Council, SCSS warrants to Customer that said Sonitrol security devices and equipment which are monitored by a Sonitrol monitoring center (the "Sonitrol Security System") will detect and the monitoring center will report to the proper authority any burglary by forcible intrusion into the interior areas of the Customer 's building actually protected by the Sonitrol Security System (the "Protected Building"). In the event the Customer's communication line (telephone or IP connectivity) is inoperative during the time of burglary by forcible intrusion, then in lieu of the above warranty, SCSS warrants to Customer that if properly activated by Customer, any bell or other audio alarm device that is part of the Sonitrol Security System at the Protected Building will sound upon any burglary by forcible intrusion into the Protected Building. The Warranty set forth above shall be subject to and conditioned upon all terms contained in the Agreement and this Addendum.

2. **Scope of Warranty**. This Warranty is operative only in the event of loss or damage to Covered Goods (defined below) due to a burglary by forcible intrusion into the Protected Building which is undetected or unreported by the Sonitrol Security System, if said burglary occurs at a time the Sonitrol Security System has been properly activated by the Customer and at a time the Protected Building is not open for business or, if the Protected Building is a single family residence, at a time the Protected Building is not occupied by Customer or other authorized occupant ("Covered Event"). Covered Goods shall mean the Customer's own inventory, furnishings, fixtures or equipment, or if the Protected Building is a single family residence, the Customer's own tangible personal property and fixtures. It is further understood and agreed that this Warranty is not intended to enhance, negate or in any way modify any manufacturer's warranty between the Customer and the manufacturers of the various devices or equipment used in the Sonitrol Security System and any such rights, limitations and responsibilities remain solely between those parties.

3. **Exclusions.** This Warranty does not extend to, and SCSS or its agent shall have no liability for the following: (a) loss or damage to property resulting from vandalism, malicious mischief, exterior building damage from point of entry, casualty or other events not a Covered Event; (b) loss or damage to cash, coins, negotiable instruments, gold or silver ingots or bars, manuscripts, books of account or other records, intangibles, stamps or other collectibles. or other property not covered Goods; (c) if the Protected Building is other than a single family residence, loss or damage to Covered Goods contained in show or display windows resulting from forced intrusion from smashing or cutting such windows; (d) loss or damage which occurs at a time when the Protected Building is open for business (or, if the Protected Building is a single family residence, at a time when the Protected Building is occupied by a Customer or other authorized occupant), or at a time when the Sonitrol Security System has not been properly activated by the Customer or operated in accordance with the instructions given to Customer, or at a time when Sonitrol Security System is inoperative due to strikes, riots, floods, fire, earthquake, general utility service interruption or any other cause beyond the control of SCSS: (e) loss or damage occurring during a period of time that the Customer has been previously notified by SCSS or its agent that the Sonitrol Security System would be inoperative; (f) loss or damage that occurs by reason of entry to the Protected Building via an unsecured or unlocked point of access, including but not limited to unlocked doors or windows; or (g) toss or damage occurring in premises or a location other than the Protected Building, such as satellite buildings, garages, utility rooms, sheds, boiler rooms, rooms added on, or any other premises not actually protected by the Sonitrol Security System.

4. **Maximum Liability**. The maximum liability under this Warranty shall be Ten Thousand Dollars ($10,000) for the entire Protected Building regardless of the number of Sonitrol Security Systems used within the Protected Building. If Covered Goods are lost or damaged as a result of a Covered Event, SCSS or its agent may, at its option, elect (a) to replace the lost or damaged Covered Goods with goods of equivalent function and value; (b) to pay the loss in cash to Customer; or (c) to arrange for the repair or restoration of damaged Covered Goods. In the event payment of cash is selected, the amount to be paid shall be the lesser of Actual Cash Value (replacement cost less depreciation), the wholesale purchase price, or the actual cost to Customer without regard to profit markup of lost or damaged Covered Goods. The maximum amount to be paid for lost or damaged Covered Goods which are jewelry is Fifty Dollars ($50.00) per item of jewelry.

5. **Conditions to Warranty.** This Warranty, and any liability hereunder, is contingent upon the happening of the following conditions: (a) the activation and operation of the Sonitrol Security System by Customer in strict accordance with the instructions delivered to Customer; and (b) any Covered Event must be promptly reported by Customer to the police authorities and to SCSS, and within seven (7) days after a Covered Event, Customer shall submit to SCSS or its agent a complete and detailed inventory of all Covered Goods which have been lost or damaged, specifying the Customer's original cost of each item, and any other information deemed necessary or desirable regarding such goods.

6. **Termination.** SCSS or its agent may terminate or amend this Warranty at any time upon ten (10) days prior written notice to Customer. This Warranty is for the exclusive benefit of and is personal to Customer and shall not inure to the benefit of any party (including insurers) other than Customer.

7. **Waiver of Subrogation.** For the benefit of SCSS or its agent, Customer hereby waives any rights of subrogation against SCSS that any insurer of Customer may have provided, however, that if this waiver shall cause the applicable insurance coverage of Customer if any, to be invalidated, this waiver shall be void and of no effect.

8. **Effect on Agreement.** Nothing in this addendum, unless specifically stated otherwise, shall modify or supersede the terms of the principal Agreement. All of the limitations of liability in the Agreement remain in full force and effect, except to the extent this Limited Warranty applies to a Covered Event occurring while the Agreement and this Limited Warranty is in effect. It is specifically understood that the Distributors Council Inc. is not a party to this Addendum.

THIS LIMITED WARRANTY IS EXPRESSLY MADE IN LIEU OF ANY AND ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Schedule of Service and Protection

(Equipment & Services)

STANLEY CONVERGENT SECURITY SOLUTIONS, INC. ("SCSS") AND SUNSET ELEMENTARY SCHOOL - SAN YSIDRO ELEMENTARY SCHOOL DISTRI ("CUSTOMER") AGREE ON THIS 20TH DAY OF JANUARY, 2021, THAT SCSS SHALL PROVIDE THE SERVICES DESCRIBED BELOW AT 3825 SUNSET LN, SAN YSIDRO, CA 92173-3334. ALL WORK, EQUIPMENT, AND SERVICES ARE SUBJECT TO THE DETAILS SET FORTH HEREIN AND TO THE TERMS AND CONDITIONS OF THE FOLLOWING AGREEMENT(S) BETWEEN THE PARTIES, IN ORDER OF PRECEDENCE: 1) ANY CURRENT MASTER AGREEMENT; AND/OR 2) ANY CURRENT AGREEMENT DIRECTLY RELATED TO THE SITE. IF SUCH AGREEMENT(S) ARE NOT IN EFFECT, ARE INAPPLICABLE, OR DO NOT CONTAIN MONITORING SERVICES TERMS AND CONDITIONS, ALL WORK, EQUIPMENT, AND SERVICES WILL BE SUBJECT TO THE TERMS AND CONDITIONS FOUND AT HTTPS://WWW.STANLEYSECURITYSOLUTIONS.COM/LEGAL. THIS SCHEDULE OF SERVICE AND PROTECTION, AND THE PRICES QUOTED HEREIN, SHALL EXPIRE IF NOT EXECUTED BY CUSTOMER WITHIN SIX (6) MONTHS OF THE QUOTE DATE LISTED BELOW, AFTER WHICH TIME SCSS MAY REVISE THE PRICING FOR THE EQUIPMENT AND/OR SERVICES SET FORTH HEREIN.

Solution: SAN YSDIRO SCHOOL DISTRICT - SUNSET ELEMENTARY - TEMP CONTROL - INSTALL
Opportunity Number: O-1835790
Quote: Q-213408
Quote Date: January 20, 2021
Investment Type: Direct Sale

System Information

System Type: Sonitrol - Verified Audio Intrusion
Primary System:
Secondary Systems:

Customer to Provide

120 vac Power Outlets, Access to Device Locations, All Patching & Painting, Network Connectivity,

Equipment

Quantity	Part Number	Description
2.00	M0010082	SS LOW TEMPERAT
2.00	TEMPGB	TEMP PROBE BUFFER KIT
1.00	1U22022S5	22/2 STR CM 500FT COIL WHITE
1.00	EA40012	ENVROALRT 4-ZN 12VDC 4-FORM-C

Existing Equipment

Quantity	Asset Name	Asset Description

Equipment Notes

CUSTOMER TO PROVIDE

IP ADDRESS AS REQUIRED
POWER AS REQUIRED

Theory of Operation

STANLEY SECURITY WILL INSTALL AND INTEGRATE TEMPERATURE SENSORS INTO EXISTING SONITROL INTRUSION PANEL ALREADY ON SITE AT SAN YSIDRO SUNSET SCHOOL.

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THERE IS ONE FRIDGE AND ONE FREEZER UNIT SITTING SIDE BY SIDE IN KITCHEN AREA. STANLEY WILL DRILL INTO EACH UNIT AND INSTALL A SENSOR PROBE, PROBES WILL BE INSTALLED INSIDE GLYCERIN BOTTLES TO MEASURE PRODUCT TEMPERATURES AND NOT JUST AIR. STANLEY WILL WORK WITH THE DISTRICT ON SENSOR CALIBRATION SETTINGS TO ENSURE REQUIREMENTS ARE BEING MET.

STANLEY WILL RUN 22/2 FROM UNITS TO DATA ROOM AND CONNECT TO THE EA400 CONTROLLER AND THEN CONNECT THE EA400 TO THE SONITROL CONTROL PANEL ACCOUNT 7679 LEM 2

NEW EQUIPMENT

(2) SENSOR PROBES TEMPLS
(2) GLYCERIN BOTTLES -TEMPGB
(1 LOT) 22/2 CABLE
(1) ENVIRONMENT CONTROLLER UNIT -EA400

STANLEY SECURITY WILL INSTALL, PROGRAM AND COMMISSION TEMPERATURE SENSORS

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(Advanced Service Options)

In addition to the equipment and services provided for above, the following advanced service recommendations are offered and available as an additional measure of security. By selecting an option(s) below and executing this page, you are agreeing to the provision of such services pursuant to the same terms and conditions set forth above and at the prices listed herein.

****Please check with your consultant for additional service options.**

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Investment Type: Direct Sale

Pricing and Deposit Terms

The term of this Schedule is for a period of 60 Monthsfrom the date hereof and shall thereafter renew as set forth in the Agreement to which this Schedule of Service and Protection ("SOSP") is a Schedule ("the Agreement").

Transaction Information: Add/Upgrade
Warranty Duration: 90 DAYS
Escalation Information: 9% after 12 Months

Total Installation Price*:	$2,614.00USD
Up-front Deposit*:	$0.00
Payment Plan*: Balance Due Upon Completion*:	$2,614.00

Customer agrees that SCSS retains a security interest in the equipment until the full purchase price is paid.

The quantities and prices reflected in this SOSP are based upon the estimated number of components specified in blueprints, site surveys, and/or other information provided by Customer and the options selected by Customer. The equipment and scope above are expected to cover the cost of installation as quoted herein. Subject to the terms of the Agreement, SCSS reserves the right to submit Change Orders and to recover any additional costs not previously quoted. Such costs include but are not limited to, for example, additional costs that arise as a result of 1) any change to the scope of work or equipment stated in this SOSP; 2) extensions of time outside of SCSS's direct control; 3) changes in architecture, including IT infrastructure, that were not anticipated in this SOSP; 4) the undisclosed presence of asbestos and/or other environmental, health, and/or safety hazards; and/or 5) any faulty non-SCSS equipment that impacts the performance of the solution proposed by SCSS.

Unless expressly agreed otherwise in the Agreement, SCSS shall have the right to submit invoices for progress payments based on percentage work completed.

Monthly Service Charges	
Total Monthly Fee:*	*$0.00USD*
Payment Frequency:	*Quarterly*

Prices do not include taxes

STANLEY Convergent Security Solutions, Inc.	Customer: SUNSET ELEMENTARY SCHOOL - SAN YSIDRO ELEMENTARY SCHOOL DISTRI

Lydia Reyes

Security Representative

Executive Security Consultant

Security Representative Title

STANLEY Authorized Manager (Sign)

STANLEY Authorized Manager (Print)

Customer (Sign)

Customer (Print)

Title

Not Binding on SCSS without either Authorized Management Approval Signature or SCSS Begins the Installation or Services.

Account Payment Settings:

PO Required by customer:

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City	SAN YSIDRO	SAN YSIDRO	SAN YSIDRO
State/Province	CA	CA	CA
Country	United States	United States	United States
Zip/Postal Code	92173-1617	92173-1617	92173-1617
Attention			
Billing Contact			
Billing Phone	6194284476	6194284476	6194284476
Billing ID			
Special Handling Required	N	N	N
Notes for Special Handling			
PO #			

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1. **Warranty**. Beginning after seven (7) consecutive days from installation and operation in Customer's premises of Sonitrol security devices and equipment, approved by the Sonitrol Warranty Council, SCSS warrants to Customer that said Sonitrol security devices and equipment which are monitored by a Sonitrol monitoring center (the "Sonitrol Security System") will detect and the monitoring center will report to the proper authority any burglary by forcible intrusion into the interior areas of the Customer 's building actually protected by the Sonitrol Security System (the "Protected Building"). In the event the Customer's communication line (telephone or IP connectivity) is inoperative during the time of burglary by forcible intrusion, then in lieu of the above warranty, SCSS warrants to Customer that if properly activated by Customer, any bell or other audio alarm device that is part of the Sonitrol Security System at the Protected Building will sound upon any burglary by forcible intrusion into the Protected Building. The Warranty set forth above shall be subject to and conditioned upon all terms contained in the Agreement and this Addendum.

2. **Scope of Warranty**. This Warranty is operative only in the event of loss or damage to Covered Goods (defined below) due to a burglary by forcible intrusion into the Protected Building which is undetected or unreported by the Sonitrol Security System, if said burglary occurs at a time the Sonitrol Security System has been properly activated by the Customer and at a time the Protected Building is not open for business or, if the Protected Building is a single family residence, at a time the Protected Building is not occupied by Customer or other authorized occupant ("Covered Event"). Covered Goods shall mean the Customer's own inventory, furnishings, fixtures or equipment, or if the Protected Building is a single family residence, the Customer's own tangible personal property and fixtures. It is further understood and agreed that this Warranty is not intended to enhance, negate or in any way modify any manufacturer's warranty between the Customer and the manufacturers of the various devices or equipment used in the Sonitrol Security System and any such rights, limitations and responsibilities remain solely between those parties.

3. **Exclusions.** This Warranty does not extend to, and SCSS or its agent shall have no liability for the following: (a) loss or damage to property resulting from vandalism, malicious mischief, exterior building damage from point of entry, casualty or other events not a Covered Event; (b) loss or damage to cash, coins, negotiable instruments, gold or silver ingots or bars, manuscripts, books of account or other records, intangibles, stamps or other collectibles. or other property not covered Goods; (c) if the Protected Building is other than a single family residence, loss or damage to Covered Goods contained in show or display windows resulting from forced intrusion from smashing or cutting such windows; (d) loss or damage which occurs at a time when the Protected Building is open for business (or, if the Protected Building is a single family residence, at a time when the Protected Building is occupied by a Customer or other authorized occupant), or at a time when the Sonitrol Security System has not been properly activated by the Customer or operated in accordance with the instructions given to Customer, or at a time when Sonitrol Security System is inoperative due to strikes, riots, floods, fire, earthquake, general utility service interruption or any other cause beyond the control of SCSS: (e) loss or damage occurring during a period of time that the Customer has been previously notified by SCSS or its agent that the Sonitrol Security System would be inoperative; (f) loss or damage that occurs by reason of entry to the Protected Building via an unsecured or unlocked point of access, including but not limited to unlocked doors or windows; or (g) toss or damage occurring in premises or a location other than the Protected Building, such as satellite buildings, garages, utility rooms, sheds, boiler rooms, rooms added on, or any other premises not actually protected by the Sonitrol Security System.

4. **Maximum Liability**. The maximum liability under this Warranty shall be Ten Thousand Dollars ($10,000) for the entire Protected Building regardless of the number of Sonitrol Security Systems used within the Protected Building. If Covered Goods are lost or damaged as a result of a Covered Event, SCSS or its agent may, at its option, elect (a) to replace the lost or damaged Covered Goods with goods of equivalent function and value; (b) to pay the loss in cash to Customer; or (c) to arrange for the repair or restoration of damaged Covered Goods. In the event payment of cash is selected, the amount to be paid shall be the lesser of Actual Cash Value (replacement cost less depreciation), the wholesale purchase price, or the actual cost to Customer without regard to profit markup of lost or damaged Covered Goods. The maximum amount to be paid for lost or damaged Covered Goods which are jewelry is Fifty Dollars ($50.00) per item of jewelry.

5. **Conditions to Warranty.** This Warranty, and any liability hereunder, is contingent upon the happening of the following conditions: (a) the activation and operation of the Sonitrol Security System by Customer in strict accordance with the instructions delivered to Customer; and (b) any Covered Event must be promptly reported by Customer to the police authorities and to SCSS, and within seven (7) days after a Covered Event, Customer shall submit to SCSS or its agent a complete and detailed inventory of all Covered Goods which have been lost or damaged, specifying the Customer's original cost of each item, and any other information deemed necessary or desirable regarding such goods.

6. **Termination.** SCSS or its agent may terminate or amend this Warranty at any time upon ten (10) days prior written notice to Customer. This Warranty is for the exclusive benefit of and is personal to Customer and shall not inure to the benefit of any party (including insurers) other than Customer.

7. **Waiver of Subrogation.** For the benefit of SCSS or its agent, Customer hereby waives any rights of subrogation against SCSS that any insurer of Customer may have provided, however, that if this waiver shall cause the applicable insurance coverage of Customer if any, to be invalidated, this waiver shall be void and of no effect.

8. **Effect on Agreement.** Nothing in this addendum, unless specifically stated otherwise, shall modify or supersede the terms of the principal Agreement. All of the limitations of liability in the Agreement remain in full force and effect, except to the extent this Limited Warranty applies to a Covered Event occurring while the Agreement and this Limited Warranty is in effect. It is specifically understood that the Distributors Council Inc. is not a party to this Addendum.

THIS LIMITED WARRANTY IS EXPRESSLY MADE IN LIEU OF ANY AND ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Schedule of Service and Protection

(Equipment & Services)

STANLEY CONVERGENT SECURITY SOLUTIONS, INC. ("SCSS") AND SMYTHE AVE ELEMENTARY SCHOOL - SAN YSIDRO ELEMENTARY SCHOOL DISTRI ("CUSTOMER") AGREE ON THIS 20TH DAY OF JANUARY, 2021, THAT SCSS SHALL PROVIDE THE SERVICES DESCRIBED BELOW AT 1880 SMYTHE AVE, SAN YSIDRO, CA 92173-1518. ALL WORK, EQUIPMENT, AND SERVICES ARE SUBJECT TO THE DETAILS SET FORTH HEREIN AND TO THE TERMS AND CONDITIONS OF THE FOLLOWING AGREEMENT(S) BETWEEN THE PARTIES, IN ORDER OF PRECEDENCE: 1) ANY CURRENT MASTER AGREEMENT; AND/OR 2) ANY CURRENT AGREEMENT DIRECTLY RELATED TO THE SITE. IF SUCH AGREEMENT(S) ARE NOT IN EFFECT, ARE INAPPLICABLE, OR DO NOT CONTAIN MONITORING SERVICES TERMS AND CONDITIONS, ALL WORK, EQUIPMENT, AND SERVICES WILL BE SUBJECT TO THE TERMS AND CONDITIONS FOUND AT HTTPS://WWW.STANLEYSECURITYSOLUTIONS.COM/LEGAL. THIS SCHEDULE OF SERVICE AND PROTECTION, AND THE PRICES QUOTED HEREIN, SHALL EXPIRE IF NOT EXECUTED BY CUSTOMER WITHIN SIX (6) MONTHS OF THE QUOTE DATE LISTED BELOW, AFTER WHICH TIME SCSS MAY REVISE THE PRICING FOR THE EQUIPMENT AND/OR SERVICES SET FORTH HEREIN.

Solution: SAN YSDIRO SCHOOL DISTRICT - SMYTHE ELEMENTARY - TEMP CONTROL - INSTALL
Opportunity Number: O-1835805
Quote: Q-213429
Quote Date: January 20, 2021
Investment Type: Direct Sale

System Information

System Type: Sonitrol - Verified Audio Intrusion
Primary System:
Secondary Systems:

Customer to Provide

120 vac Power Outlets, Access to Device Locations, Network Connectivity,

Equipment

Quantity	Part Number	Description
2.00	M0010082	SS LOW TEMPERAT
2.00	TEMPGB	TEMP PROBE BUFFER KIT
1.00	1U22022S5	22/2 STR CM 500FT COIL WHITE
1.00	EA40012	ENVROALRT 4-ZN 12VDC 4-FORM-C
1.00	7225059	SONIP FLEXIP SYS-18; FLEXIP KIT, 18IN
1.00	MA10900600MNNA	CRADLEPOINT FOR SONITROL (3G/4G) WIFI SP
1.00	909070006	MODULE, POWER HUB, (SONITROL)
1.00	710636WHL	23-4P CAT 6 UTP-CMP SOL 500FT BOX WHITE
1.00	909070000	SONIP KEYPAD; 909070000; STANDARD KP

Existing Equipment

Quantity	Asset Name	Asset Description

Equipment Notes

CUSTOMER TO PROVIDE

IP ADDRESS FOR MONITORING.

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Theory of Operation

STANLEY SECURITY WILL BE INSTALLING AND INTEGRATING TEMPERATURE SENSORS INTO NEW SONITROL INTRUSION PANEL IN NEAREST ELECTRICAL/I.T. ROOM. AT LA SMYTHE ELEMENTARY

THERE IS ONE FRIDGE AND ONE FREEZER UNIT SITTING SIDE BY SIDE IN KITCHEN AREA. STANLEY WILL DRILL INTO EACH UNIT AND INSTALL A SENSOR PROBE, PROBES WILL BE INSTALLED INSIDE GLYCERIN BOTTLES TO MEASURE PRODUCT TEMPERATURES AND NOT JUST AIR.

STANLEY WILL 22/2 FROM UNITS TO DATA ROOM AND CONNECT TO THE EA400 CONTROLLER AND THEN CONNECT THE EA400 TO THE SONITROL CONTROL PANEL, SONITROL CONTROL PANEL WILL BE INSTALLED IN NEAREST ELECTRICAL/I.T. ROOM.

CABLE SOLD WILL BE SPLIT BETWEEN THIS JOB J-182317 AND JOB J-182315**NEW EQUIPMENT TO BE INSTALLED**
(2) SENSOR PROBES TEMPLS
(2) GLYCERIN BOTTLES -TEMPGB
(1 LOT) 22/2 CABLE
(1) ENVIRONMENT CONTROLLER UNIT -EA400
(1) FLEXIP SONITROL PANEL + KEYPAD
(1) CRADLE POINT AND POWER HUB

STANLEY SECURITY WILL INSTALL, PROGRAM AND COMMISSION TEMPERATURE SENSORS

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(Advanced Service Options)

In addition to the equipment and services provided for above, the following advanced service recommendations are offered and available as an additional measure of security. By selecting an option(s) below and executing this page, you are agreeing to the provision of such services pursuant to the same terms and conditions set forth above and at the prices listed herein.

****Please check with your consultant for additional service options.**

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Investment Type: Direct Sale

Pricing and Deposit Terms

The term of this Schedule is for a period of 60 Monthsfrom the date hereof and shall thereafter renew as set forth in the Agreement to which this Schedule of Service and Protection ("SOSP") is a Schedule ("the Agreement").

Transaction Information: Add/Upgrade
Warranty Duration: 90 DAYS
Escalation Information: 9% after 12 Months

Total Installation Price*:	$6,012.82USD
Up-front Deposit*:	$0.00
Payment Plan*: Balance Due Upon Completion*:	$6,012.82

Customer agrees that SCSS retains a security interest in the equipment until the full purchase price is paid.

The quantities and prices reflected in this SOSP are based upon the estimated number of components specified in blueprints, site surveys, and/or other information provided by Customer and the options selected by Customer. The equipment and scope above are expected to cover the cost of installation as quoted herein. Subject to the terms of the Agreement, SCSS reserves the right to submit Change Orders and to recover any additional costs not previously quoted. Such costs include but are not limited to, for example, additional costs that arise as a result of 1) any change to the scope of work or equipment stated in this SOSP; 2) extensions of time outside of SCSS's direct control; 3) changes in architecture, including IT infrastructure, that were not anticipated in this SOSP; 4) the undisclosed presence of asbestos and/or other environmental, health, and/or safety hazards; and/or 5) any faulty non-SCSS equipment that impacts the performance of the solution proposed by SCSS.

Monthly Service Charges	
Total Monthly Fee:*	*$0.00USD*
Payment Frequency:	*Quarterly*

Unless expressly agreed otherwise in the Agreement, SCSS shall have the right to submit invoices for progress payments based on percentage work completed.

Prices do not include taxes

STANLEY Convergent Security Solutions, Inc.	Customer: SMYTHE AVE ELEMENTARY SCHOOL - SAN YSIDRO ELEMENTARY SCHOOL DISTRI

Lydia Reyes

Security Representative

Executive Security Consultant

Security Representative Title

STANLEY Authorized Manager (Sign)

STANLEY Authorized Manager (Print)

Customer (Sign)

Customer (Print)

Title

Not Binding on SCSS without either Authorized Management Approval Signature or SCSS Begins the Installation or Services.

Account Payment Settings:

PO Required by customer:

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Billing Addresses:	Installation Invoices	Recurring Services Invoices	Time & Material Invoices
Street Address:	4350 OTAY MESA RD	4350 OTAY MESA RD	4350 OTAY MESA RD
City	SAN YSIDRO	SAN YSIDRO	SAN YSIDRO
State/Province	CA	CA	CA
Country	United States	United States	United States
Zip/Postal Code	92173-1617	92173-1617	92173-1617
Attention			
Billing Contact			
Billing Phone	6194284476	6194284476	6194284476
Billing ID			
Special Handling Required	N	N	N
Notes for Special Handling			
PO #			

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SONITROL
VERIFIED ELECTRONIC SECURITY

SONITROL *$10,000 LIMITED PERFORMANCE WARRANTY*

As an Addendum to the Agreement between Stanley Convergent Security Solutions Inc. ("SCSS") and the customer ("Customer"), it is agreed:

1. **Warranty**. Beginning after seven (7) consecutive days from installation and operation in Customer's premises of Sonitrol security devices and equipment, approved by the Sonitrol Warranty Council, SCSS warrants to Customer that said Sonitrol security devices and equipment which are monitored by a Sonitrol monitoring center (the "Sonitrol Security System") will detect and the monitoring center will report to the proper authority any burglary by forcible intrusion into the interior areas of the Customer 's building actually protected by the Sonitrol Security System (the "Protected Building"). In the event the Customer's communication line (telephone or IP connectivity) is inoperative during the time of burglary by forcible intrusion, then in lieu of the above warranty, SCSS warrants to Customer that if properly activated by Customer, any bell or other audio alarm device that is part of the Sonitrol Security System at the Protected Building will sound upon any burglary by forcible intrusion into the Protected Building. The Warranty set forth above shall be subject to and conditioned upon all terms contained in the Agreement and this Addendum.

2. **Scope of Warranty**. This Warranty is operative only in the event of loss or damage to Covered Goods (defined below) due to a burglary by forcible intrusion into the Protected Building which is undetected or unreported by the Sonitrol Security System, if said burglary occurs at a time the Sonitrol Security System has been properly activated by the Customer and at a time the Protected Building is not open for business or, if the Protected Building is a single family residence, at a time the Protected Building is not occupied by Customer or other authorized occupant ("Covered Event"). Covered Goods shall mean the Customer's own inventory, furnishings, fixtures or equipment, or if the Protected Building is a single family residence, the Customer's own tangible personal property and fixtures. It is further understood and agreed that this Warranty is not intended to enhance, negate or in any way modify any manufacturer's warranty between the Customer and the manufacturers of the various devices or equipment used in the Sonitrol Security System and any such rights, limitations and responsibilities remain solely between those parties.

3. **Exclusions.** This Warranty does not extend to, and SCSS or its agent shall have no liability for the following: (a) loss or damage to property resulting from vandalism, malicious mischief, exterior building damage from point of entry, casualty or other events not a Covered Event; (b) loss or damage to cash, coins, negotiable instruments, gold or silver ingots or bars, manuscripts, books of account or other records, intangibles, stamps or other collectibles. or other property not covered Goods; (c) if the Protected Building is other than a single family residence, loss or damage to Covered Goods contained in show or display windows resulting from forced intrusion from smashing or cutting such windows; (d) loss or damage which occurs at a time when the Protected Building is open for business (or, if the Protected Building is a single family residence, at a time when the Protected Building is occupied by a Customer or other authorized occupant), or at a time when the Sonitrol Security System has not been properly activated by the Customer or operated in accordance with the instructions given to Customer, or at a time when Sonitrol Security System is inoperative due to strikes, riots, floods, fire, earthquake, general utility service interruption or any other cause beyond the control of SCSS: (e) loss or damage occurring during a period of time that the Customer has been previously notified by SCSS or its agent that the Sonitrol Security System would be inoperative; (f) loss or damage that occurs by reason of entry to the Protected Building via an unsecured or unlocked point of access, including but not limited to unlocked doors or windows; or (g) toss or damage occurring in premises or a location other than the Protected Building, such as satellite buildings, garages, utility rooms, sheds, boiler rooms, rooms added on, or any other premises not actually protected by the Sonitrol Security System.

4. **Maximum Liability**. The maximum liability under this Warranty shall be Ten Thousand Dollars ($10,000) for the entire Protected Building regardless of the number of Sonitrol Security Systems used within the Protected Building. If Covered Goods are lost or damaged as a result of a Covered Event, SCSS or its agent may, at its option, elect (a) to replace the lost or damaged Covered Goods with goods of equivalent function and value; (b) to pay the loss in cash to Customer; or (c) to arrange for the repair or restoration of damaged Covered Goods. In the event payment of cash is selected, the amount to be paid shall be the lesser of Actual Cash Value (replacement cost less depreciation), the wholesale purchase price, or the actual cost to Customer without regard to profit markup of lost or damaged Covered Goods. The maximum amount to be paid for lost or damaged Covered Goods which are jewelry is Fifty Dollars ($50.00) per item of jewelry.

5. **Conditions to Warranty.** This Warranty, and any liability hereunder, is contingent upon the happening of the following conditions: (a) the activation and operation of the Sonitrol Security System by Customer in strict accordance with the instructions delivered to Customer; and (b) any Covered Event must be promptly reported by Customer to the police authorities and to SCSS, and within seven (7) days after a Covered Event, Customer shall submit to SCSS or its agent a complete and detailed inventory of all Covered Goods which have been lost or damaged, specifying the Customer's original cost of each item, and any other information deemed necessary or desirable regarding such goods.

6. **Termination.** SCSS or its agent may terminate or amend this Warranty at any time upon ten (10) days prior written notice to Customer. This Warranty is for the exclusive benefit of and is personal to Customer and shall not inure to the benefit of any party (including insurers) other than Customer.

7. **Waiver of Subrogation.** For the benefit of SCSS or its agent, Customer hereby waives any rights of subrogation against SCSS that any insurer of Customer may have provided, however, that if this waiver shall cause the applicable insurance coverage of Customer if any, to be invalidated, this waiver shall be void and of no effect.

8. **Effect on Agreement.** Nothing in this addendum, unless specifically stated otherwise, shall modify or supersede the terms of the principal Agreement. All of the limitations of liability in the Agreement remain in full force and effect, except to the extent this Limited Warranty applies to a Covered Event occurring while the Agreement and this Limited Warranty is in effect. It is specifically understood that the Distributors Council Inc. is not a party to this Addendum.

THIS LIMITED WARRANTY IS EXPRESSLY MADE IN LIEU OF ANY AND ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE

Schedule of Service and Protection

(Equipment & Services)

STANLEY CONVERGENT SECURITY SOLUTIONS, INC. ("SCSS") AND LA MIRADA ELEMENTARY SCHOOL - SAN YSIDRO ELEMENTARY SCHOOL DISTRI ("CUSTOMER") AGREE ON THIS 20TH DAY OF JANUARY, 2021, THAT SCSS SHALL PROVIDE THE SERVICES DESCRIBED BELOW AT 222 AVENIDA DE LA MADRID, SAN YSIDRO, CA 92173-1508. ALL WORK, EQUIPMENT, AND SERVICES ARE SUBJECT TO THE DETAILS SET FORTH HEREIN AND TO THE TERMS AND CONDITIONS OF THE FOLLOWING AGREEMENT(S) BETWEEN THE PARTIES, IN ORDER OF PRECEDENCE: 1) ANY CURRENT MASTER AGREEMENT; AND/OR 2) ANY CURRENT AGREEMENT DIRECTLY RELATED TO THE SITE. IF SUCH AGREEMENT(S) ARE NOT IN EFFECT, ARE INAPPLICABLE, OR DO NOT CONTAIN MONITORING SERVICES TERMS AND CONDITIONS, ALL WORK, EQUIPMENT, AND SERVICES WILL BE SUBJECT TO THE TERMS AND CONDITIONS FOUND AT HTTPS://WWW.STANLEYSECURITYSOLUTIONS.COM/LEGAL. THIS SCHEDULE OF SERVICE AND PROTECTION, AND THE PRICES QUOTED HEREIN, SHALL EXPIRE IF NOT EXECUTED BY CUSTOMER WITHIN SIX (6) MONTHS OF THE QUOTE DATE LISTED BELOW, AFTER WHICH TIME SCSS MAY REVISE THE PRICING FOR THE EQUIPMENT AND/OR SERVICES SET FORTH HEREIN.

Solution: LA MIRADA ELEMENTARY - TEMP PROBE - INSTALL
Opportunity Number: O-1835804
Quote: Q-213421
Quote Date: January 20, 2021
Investment Type: Direct Sale

System Information

System Type: Sonitrol - Verified Audio Intrusion
Primary System:
Secondary Systems:

Customer to Provide

120 vac Power Outlets, Access to Device Locations, All Patching & Painting,

Equipment

Quantity	Part Number	Description
2.00	M0010082	SS LOW TEMPERAT
2.00	TEMPGB	TEMP PROBE BUFFER KIT
1.00	1U22022S5	22/2 STR CM 500FT COIL WHITE
1.00	EA40012	ENVROALRT 4-ZN 12VDC 4-FORM-C
1.00	7225059	SONIP FLEXIP SYS-18; FLEXIP KIT, 18IN
1.00	909070000	SONIP KEYPAD; 909070000; STANDARD KP
1.00	MA10900600MNNA	CRADLEPOINT FOR SONITROL (3G/4G) WIFI SP
1.00	909070006	MODULE, POWER HUB, (SONITROL)
1.00	710636WHL	23-4P CAT 6 UTP-CMP SOL 500FT BOX WHITE

Existing Equipment

Quantity	Asset Name	Asset Description

Equipment Notes

CUSTOMER TO PROVIDE

IP ADDRESS FOR MONITORING.

STANLEY Convergent Security Solutions, Inc. License Information (as of 7-17-2020): AK 1003300; 104891: AL 888, 1278, 1322, 1472, Complaints may be directed to Alabama Electronic Security Board of Licensure, 7956 Vaughn Rd., Montgomery, AL 36116 (334) 264-9388; 48682: AZ ROC204975: AR 032977; CMPY.0001911, Regulated by Arkansas Bd of Private Investigators and Private Security Agencies, #1 State Police Plaza Dr, Little Rock, AR 72209 (501) 618-8600: CA 848019 - C10; LCO5911; ACO6055, Alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814: CT ELC.0184651-L5: DE 04-158; FAL-0001: FL EF20001345: GA 439701: HI 36390; IA AC-211: ID 015830; 022726-AA-4: IL 127001274: KY 338 (Louisville): LA F1162; F875; F1277; 61931: MA 12737A: MD 107-1828; 259: MI 5103423; 3601207680: MN TS001238: MS 19207-SC; 15024172: MT FPL-BEL-000132: NC 23471-SP-FA/LV; 1839-CSA, Alarm Systems Licensing Bd., 3101 Industrial Drive, Ste 104, Raleigh, NC 27609 (919)788-5320; NH 0424-C; NJ 1074485; 659423; Burglar Alarm Business Lic. # 34BX00022000; NM 374554; NV F400; F401; 0071024; 0084943; NY 12000293169, Licensed by NYS Dept. of State: OH 53-89-1512: OK 953: OR 161567: PA 032736: RI 9448A; TSC 4996; SCFAC3387; BAC5501: TN 1180; 1448; 1650; 1446; CE-D 65528: TX ACR2639; ECR1821; B02140: UT 5704068-6501: VA 2705087235A, 11-5481: WA STANLCS925MZ: WV 045298: WI 969322: WY LV-G-23879.

Theory of Operation

STANLEY SECURITY WILL BE INSTALLING AND INTEGRATING TEMPERATURE SENSORS INTO NEW SONITROL INTRUSION PANEL IN NEAREST ELECTRICAL/I.T. ROOM. AT LA MIRADA ELEMENTARY

THERE IS ONE FRIDGE AND ONE FREEZER UNIT SITTING SIDE BY SIDE IN KITCHEN AREA. STANLEY WILL DRILL INTO EACH UNIT AND INSTALL A SENSOR PROBE, PROBES WILL BE INSTALLED INSIDE GLYCERIN BOTTLES TO MEASURE PRODUCT TEMPERATURES AND NOT JUST AIR.

STANLEY WILL RUN 22/2 FROM UNITS TO ELECTRICAL/I.T. ROOM AND CONNECT TO THE EA400 CONTROLLER AND THEN CONNECT THE EA400 TO THE SONITROL CONTROL PANEL, SONITROL CONTROL PANEL WILL BE INSTALLED IN NEAREST ELECTRICAL/I.T. ROOM.

NEW EQUIPMENT TO BE INSTALLED
(2) SENSOR PROBES TEMPLS
(2) GLYCERIN BOTTLES -TEMPGB
(1 LOT) 22/2 CABLE
(1) ENVIRONMENT CONTROLLER UNIT -EA400
(1) FLEXIP SONITROL PANEL + KEYPAD
(1) CRADLE POINT AND POWER HUB

STANLEY SECURITY WILL INSTALL, PROGRAM AND COMMISSION TEMPERATURE SENSORS

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(Advanced Service Options)

In addition to the equipment and services provided for above, the following advanced service recommendations are offered and available as an additional measure of security. By selecting an option(s) below and executing this page, you are agreeing to the provision of such services pursuant to the same terms and conditions set forth above and at the prices listed herein.

****Please check with your consultant for additional service options.**

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Investment Type: Direct Sale

Pricing and Deposit Terms

The term of this Schedule is for a period of 60 Monthsfrom the date hereof and shall thereafter renew as set forth in the Agreement to which this Schedule of Service and Protection ("SOSP") is a Schedule ("the Agreement").

Transaction Information: Add/Upgrade
Warranty Duration: 90 DAYS
Escalation Information: 9% after 12 Months

Total Installation Price*:	$6,012.82USD
Up-front Deposit*:	$0.00
Payment Plan*: Balance Due Upon Completion*:	$6,012.82

Customer agrees that SCSS retains a security interest in the equipment until the full purchase price is paid.

The quantities and prices reflected in this SOSP are based upon the estimated number of components specified in blueprints, site surveys, and/or other information provided by Customer and the options selected by Customer. The equipment and scope above are expected to cover the cost of installation as quoted herein. Subject to the terms of the Agreement, SCSS reserves the right to submit Change Orders and to recover any additional costs not previously quoted. Such costs include but are not limited to, for example, additional costs that arise as a result of 1) any change to the scope of work or equipment stated in this SOSP; 2) extensions of time outside of SCSS's direct control; 3) changes in architecture, including IT infrastructure, that were not anticipated in this SOSP; 4) the undisclosed presence of asbestos and/or other environmental, health, and/or safety hazards; and/or 5) any faulty non-SCSS equipment that impacts the performance of the solution proposed by SCSS.

Unless expressly agreed otherwise in the Agreement, SCSS shall have the right to submit invoices for progress payments based on percentage work completed.

Monthly Service Charges	
Total Monthly Fee:*	*$0.00USD*
Payment Frequency:	*Quarterly*

Prices do not include taxes

STANLEY Convergent Security Solutions, Inc.	Customer: LA MIRADA ELEMENTARY SCHOOL - SAN YSIDRO ELEMENTARY SCHOOL DISTRI

Lydia Reyes

Security Representative
Executive Security Consultant

Security Representative Title

Customer (Sign)

Customer (Print)

STANLEY Authorized Manager (Sign)

Title

STANLEY Authorized Manager (Print)

Not Binding on SCSS without either Authorized Management Approval Signature or SCSS Begins the Installation or Services.

Account Payment Settings:

PO Required by customer:

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Billing Addresses:	Installation Invoices	Recurring Services Invoices	Time & Material Invoices
Street Address:	4350 OTAY MESA RD	4350 OTAY MESA RD	4350 OTAY MESA RD
City	SAN YSIDRO	SAN YSIDRO	SAN YSIDRO
State/Province	CA	CA	CA
Country	United States	United States	United States
Zip/Postal Code	92173-1617	92173-1617	92173-1617
Attention			
Billing Contact			
Billing Phone	6194284476	6194284476	6194284476
Billing ID			
Special Handling Required	N	N	N
Notes for Special Handling			
PO #			

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SONITROL
VERIFIED ELECTRONIC SECURITY

SONITROL *$10,000 LIMITED PERFORMANCE WARRANTY*

As an Addendum to the Agreement between Stanley Convergent Security Solutions Inc. ("SCSS") and the customer ("Customer"), it is agreed:

1. **Warranty**. Beginning after seven (7) consecutive days from installation and operation in Customer's premises of Sonitrol security devices and equipment, approved by the Sonitrol Warranty Council, SCSS warrants to Customer that said Sonitrol security devices and equipment which are monitored by a Sonitrol monitoring center (the "Sonitrol Security System") will detect and the monitoring center will report to the proper authority any burglary by forcible intrusion into the interior areas of the Customer 's building actually protected by the Sonitrol Security System (the "Protected Building"). In the event the Customer's communication line (telephone or IP connectivity) is inoperative during the time of burglary by forcible intrusion, then in lieu of the above warranty, SCSS warrants to Customer that if properly activated by Customer, any bell or other audio alarm device that is part of the Sonitrol Security System at the Protected Building will sound upon any burglary by forcible intrusion into the Protected Building. The Warranty set forth above shall be subject to and conditioned upon all terms contained in the Agreement and this Addendum.

2. **Scope of Warranty**. This Warranty is operative only in the event of loss or damage to Covered Goods (defined below) due to a burglary by forcible intrusion into the Protected Building which is undetected or unreported by the Sonitrol Security System, if said burglary occurs at a time the Sonitrol Security System has been properly activated by the Customer and at a time the Protected Building is not open for business or, if the Protected Building is a single family residence, at a time the Protected Building is not occupied by Customer or other authorized occupant ("Covered Event"). Covered Goods shall mean the Customer's own inventory, furnishings, fixtures or equipment, or if the Protected Building is a single family residence, the Customer's own tangible personal property and fixtures. It is further understood and agreed that this Warranty is not intended to enhance, negate or in any way modify any manufacturer's warranty between the Customer and the manufacturers of the various devices or equipment used in the Sonitrol Security System and any such rights, limitations and responsibilities remain solely between those parties.

3. **Exclusions.** This Warranty does not extend to, and SCSS or its agent shall have no liability for the following: (a) loss or damage to property resulting from vandalism, malicious mischief, exterior building damage from point of entry, casualty or other events not a Covered Event; (b) loss or damage to cash, coins, negotiable instruments, gold or silver ingots or bars, manuscripts, books of account or other records, intangibles, stamps or other collectibles. or other property not covered Goods; (c) if the Protected Building is other than a single family residence, loss or damage to Covered Goods contained in show or display windows resulting from forced intrusion from smashing or cutting such windows; (d) loss or damage which occurs at a time when the Protected Building is open for business (or, if the Protected Building is a single family residence, at a time when the Protected Building is occupied by a Customer or other authorized occupant), or at a time when the Sonitrol Security System has not been properly activated by the Customer or operated in accordance with the instructions given to Customer, or at a time when Sonitrol Security System is inoperative due to strikes, riots, floods, fire, earthquake, general utility service interruption or any other cause beyond the control of SCSS: (e) loss or damage occurring during a period of time that the Customer has been previously notified by SCSS or its agent that the Sonitrol Security System would be inoperative; (f) loss or damage that occurs by reason of entry to the Protected Building via an unsecured or unlocked point of access, including but not limited to unlocked doors or windows; or (g) toss or damage occurring in premises or a location other than the Protected Building, such as satellite buildings, garages, utility rooms, sheds, boiler rooms, rooms added on, or any other premises not actually protected by the Sonitrol Security System.

4. **Maximum Liability**. The maximum liability under this Warranty shall be Ten Thousand Dollars ($10,000) for the entire Protected Building regardless of the number of Sonitrol Security Systems used within the Protected Building. If Covered Goods are lost or damaged as a result of a Covered Event, SCSS or its agent may, at its option, elect (a) to replace the lost or damaged Covered Goods with goods of equivalent function and value; (b) to pay the loss in cash to Customer; or (c) to arrange for the repair or restoration of damaged Covered Goods. In the event payment of cash is selected, the amount to be paid shall be the lesser of Actual Cash Value (replacement cost less depreciation), the wholesale purchase price, or the actual cost to Customer without regard to profit markup of lost or damaged Covered Goods. The maximum amount to be paid for lost or damaged Covered Goods which are jewelry is Fifty Dollars ($50.00) per item of jewelry.

5. **Conditions to Warranty.** This Warranty, and any liability hereunder, is contingent upon the happening of the following conditions: (a) the activation and operation of the Sonitrol Security System by Customer in strict accordance with the instructions delivered to Customer; and (b) any Covered Event must be promptly reported by Customer to the police authorities and to SCSS, and within seven (7) days after a Covered Event, Customer shall submit to SCSS or its agent a complete and detailed inventory of all Covered Goods which have been lost or damaged, specifying the Customer's original cost of each item, and any other information deemed necessary or desirable regarding such goods.

6. **Termination.** SCSS or its agent may terminate or amend this Warranty at any time upon ten (10) days prior written notice to Customer. This Warranty is for the exclusive benefit of and is personal to Customer and shall not inure to the benefit of any party (including insurers) other than Customer.

7. **Waiver of Subrogation.** For the benefit of SCSS or its agent, Customer hereby waives any rights of subrogation against SCSS that any insurer of Customer may have provided, however, that if this waiver shall cause the applicable insurance coverage of Customer if any, to be invalidated, this waiver shall be void and of no effect.

8. **Effect on Agreement.** Nothing in this addendum, unless specifically stated otherwise, shall modify or supersede the terms of the principal Agreement. All of the limitations of liability in the Agreement remain in full force and effect, except to the extent this Limited Warranty applies to a Covered Event occurring while the Agreement and this Limited Warranty is in effect. It is specifically understood that the Distributors Council Inc. is not a party to this Addendum.

THIS LIMITED WARRANTY IS EXPRESSLY MADE IN LIEU OF ANY AND ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Schedule of Service and Protection

(Equipment & Services)

STANLEY CONVERGENT SECURITY SOLUTIONS, INC. ("SCSS") AND OCEANVIEW HILLS SCHOOL - SAN YSIDRO SCHOOL DISTRICT ("CUSTOMER") AGREE ON THIS 20TH DAY OF JANUARY, 2021, THAT SCSS SHALL PROVIDE THE SERVICES DESCRIBED BELOW AT 4919 DEL SOL BLVD, SAN DIEGO, CA 92154-8488. ALL WORK, EQUIPMENT, AND SERVICES ARE SUBJECT TO THE DETAILS SET FORTH HEREIN AND TO THE TERMS AND CONDITIONS OF THE FOLLOWING AGREEMENT(S) BETWEEN THE PARTIES, IN ORDER OF PRECEDENCE: 1) ANY CURRENT MASTER AGREEMENT; AND/OR 2) ANY CURRENT AGREEMENT DIRECTLY RELATED TO THE SITE. IF SUCH AGREEMENT(S) ARE NOT IN EFFECT, ARE INAPPLICABLE, OR DO NOT CONTAIN MONITORING SERVICES TERMS AND CONDITIONS, ALL WORK, EQUIPMENT, AND SERVICES WILL BE SUBJECT TO THE TERMS AND CONDITIONS FOUND AT HTTPS://WWW.STANLEYSECURITYSOLUTIONS.COM/LEGAL. THIS SCHEDULE OF SERVICE AND PROTECTION, AND THE PRICES QUOTED HEREIN, SHALL EXPIRE IF NOT EXECUTED BY CUSTOMER WITHIN SIX (6) MONTHS OF THE QUOTE DATE LISTED BELOW, AFTER WHICH TIME SCSS MAY REVISE THE PRICING FOR THE EQUIPMENT AND/OR SERVICES SET FORTH HEREIN.

Solution: SAN YSIDRO SCHOOL DISTRICT - OCEAN VIEW - Temp Control - INSTALL
Opportunity Number: O-1835075
Quote: Q-209520
Quote Date: January 20, 2021
Investment Type: Direct Sale

System Information

System Type: Sonitrol - Verified Audio Intrusion
Primary System:
Secondary Systems:

Customer to Provide

120 vac Power Outlets, Access to Device Locations, All Patching & Painting,

Equipment

Quantity	Part Number	Description
1.00	M0010082	SS LOW TEMPERAT
1.00	TEMPGB	TEMP PROBE BUFFER KIT
1.00	1U22022S5	22/2 STR CM 500FT COIL WHITE
1.00	EA40012	ENVROALRT 4-ZN 12VDC 4-FORM-C

Existing Equipment

Quantity	Asset Name	Asset Description

Equipment Notes

CUSTOMER TO PROVIDE

ACCESS TO SITE AND POWER AS REQUIRED

Theory of Operation

STANLEY SECURITY WILL INSTALL AND INTEGRATE TEMPERATURE SENSORS INTO EXISTING SONITROL INTRUSION PANEL ALREADY ON SITE

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THERE IS ONE IN KITCHEN AREA. STANLEY WILL DRILL INTO THE UNIT AND INSTALL A SENSOR PROBE, PROBE WILL BE INSTALLED INSIDE GLYCERIN BOTTLES TO MEASURE PRODUCT TEMPERATURES AND NOT JUST AIR. STANLEY WILL WORK WITH THE DISTRICT ON SENSOR CALIBRATION SETTINGS TO ENSURE REQUIREMENTS ARE BEING MET.

STANLEY WILL RUN 22/2 FROM UNITS TO DATA ROOM AND CONNECT TO THE EA400 CONTROLLER AND THEN CONNECT THE EA400 TO THE SONITROL CONTROL PANEL

NEW EQUIPMENT

(1) SENSOR PROBES TEMPLS
(1) GLYCERIN BOTTLES -TEMPGB
(1 LOT) 22/2 CABLE
(1) ENVIRONMENT CONTROLLER UNIT -EA400

STANLEY SECURITY WILL INSTALL, PROGRAM AND COMMISSION TEMPERATURE SENSORS

THIS IS A INSTALL ONLY AGREEMENT.

STANLEY Convergent Security Solutions, Inc. License Information (as of 7-17-2020): AK 1003300; 104891: AL 888, 1278, 1322, 1472, Complaints may be directed to Alabama Electronic Security Board of Licensure, 7956 Vaughn Rd., Montgomery, AL 36116 (334) 264-9388; 48682: AZ ROC204975: AR 032977; CMPY.0001911, Regulated by Arkansas Bd of Private Investigators and Private Security Agencies, #1 State Police Plaza Dr, Little Rock, AR 72209 (501) 618-8600: CA 848019 - C10; LCO5911; ACO6055, Alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814: CT ELC.0184651-L5: DE 04-158; FAL-0001: FL EF20001345: GA 439701: HI 36390; IA AC-211: ID 015830; 022726-AA-4: IL 127001274: KY 338 (Louisville): LA F1162; F875; F1277; 61931: MA 12737A: MD 107-1828; 259: MI 5103423; 3601207680: MN TS001238: MS 19207-SC; 15024172: MT FPL-BEL-000132: NC 23471-SP-FA/LV; 1839-CSA, Alarm Systems Licensing Bd., 3101 Industrial Drive, Ste 104, Raleigh, NC 27609 (919)788-5320; NH 0424-C; NJ 1074485; 659423; Burglar Alarm Business Lic. # 34BX00022000; NM 374554: NV F400; F401; 0071024, 0084943; NY 12000293169, Licensed by NYS Dept. of State: OH 53-89-1512: OK 953: OR 161567: PA 032736: RI 9448A; TSC 4996; SCFAC3387; BAC5501: TN 1180; 1448; 1650; 1446; CE-D 65528: TX ACR2639; ECR1821; B02140: UT 5704068-6501: VA 2705087235A, 11-5481: WA STANLCS925MZ: WV 045298: WI 969322: WY LV-G-23879.

(Advanced Service Options)

In addition to the equipment and services provided for above, the following advanced service recommendations are offered and available as an additional measure of security. By selecting an option(s) below and executing this page, you are agreeing to the provision of such services pursuant to the same terms and conditions set forth above and at the prices listed herein.

****Please check with your consultant for additional service options.**

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Investment Type: Direct Sale

Pricing and Deposit Terms

The term of this Schedule is for a period of 60 Monthsfrom the date hereof and shall thereafter renew as set forth in the Agreement to which this Schedule of Service and Protection ("SOSP") is a Schedule ("the Agreement").

Transaction Information: Add/Upgrade
Warranty Duration: 90 DAYS
Escalation Information: 0% after 12 Months

Total Installation Price*:	$2,281.29USD
Up-front Deposit*:	$0.00
Payment Plan*: Balance Due Upon Completion*:	$2,281.29

Monthly Service Charges

Total Monthly Fee:*	*$0.00USD*
Payment Frequency:	*Annual*

Customer agrees that SCSS retains a security interest in the equipment until the full purchase price is paid.

The quantities and prices reflected in this SOSP are based upon the estimated number of components specified in blueprints, site surveys, and/or other information provided by Customer and the options selected by Customer. The equipment and scope above are expected to cover the cost of installation as quoted herein. Subject to the terms of the Agreement, SCSS reserves the right to submit Change Orders and to recover any additional costs not previously quoted. Such costs include but are not limited to, for example, additional costs that arise as a result of 1) any change to the scope of work or equipment stated in this SOSP; 2) extensions of time outside of SCSS's direct control; 3) changes in architecture, including IT infrastructure, that were not anticipated in this SOSP; 4) the undisclosed presence of asbestos and/or other environmental, health, and/or safety hazards; and/or 5) any faulty non-SCSS equipment that impacts the performance of the solution proposed by SCSS.

Unless expressly agreed otherwise in the Agreement, SCSS shall have the right to submit invoices for progress payments based on percentage work completed.

Prices do not include taxes

STANLEY Convergent Security Solutions, Inc.	Customer: OCEANVIEW HILLS SCHOOL - SAN YSIDRO SCHOOL DISTRICT

Lydia Reyes

Security Representative
Executive Security Consultant

Security Representative Title

STANLEY Authorized Manager (Sign)

STANLEY Authorized Manager (Print)

Customer (Sign)

Customer (Print)

Title

Not Binding on SCSS without either Authorized Management Approval Signature or SCSS Begins the Installation or Services.

Account Payment Settings:

PO Required by customer:

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Billing Addresses:	Installation Invoices	Recurring Services Invoices	Time & Material Invoices
Street Address:	4350 OTAY MESA RD	4350 OTAY MESA RD	4350 OTAY MESA RD
City	SAN YSIDRO	SAN YSIDRO	SAN YSIDRO
State/Province	CA	CA	CA
Country	United States	United States	United States
Zip/Postal Code	92173-1617	92173-1617	92173-1617
Attention			
Billing Contact			
Billing Phone	6194284476	6194284476	6194284476
Billing ID			
Special Handling Required	N	N	N
Notes for Special Handling			
PO #			

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SONITROL VERIFIED ELECTRONIC SECURITY

SONITROL *$10,000 LIMITED PERFORMANCE WARRANTY*

As an Addendum to the Agreement between Stanley Convergent Security Solutions Inc. ("SCSS") and the customer ("Customer"), it is agreed:

1. **Warranty.** Beginning after seven (7) consecutive days from installation and operation in Customer's premises of Sonitrol security devices and equipment, approved by the Sonitrol Warranty Council, SCSS warrants to Customer that said Sonitrol security devices and equipment which are monitored by a Sonitrol monitoring center (the "Sonitrol Security System") will detect and the monitoring center will report to the proper authority any burglary by forcible intrusion into the interior areas of the Customer 's building actually protected by the Sonitrol Security System (the "Protected Building"). In the event the Customer's communication line (telephone or IP connectivity) is inoperative during the time of burglary by forcible intrusion, then in lieu of the above warranty, SCSS warrants to Customer that if properly activated by Customer, any bell or other audio alarm device that is part of the Sonitrol Security System at the Protected Building will sound upon any burglary by forcible intrusion into the Protected Building. The Warranty set forth above shall be subject to and conditioned upon all terms contained in the Agreement and this Addendum.

2. **Scope of Warranty**. This Warranty is operative only in the event of loss or damage to Covered Goods (defined below) due to a burglary by forcible intrusion into the Protected Building which is undetected or unreported by the Sonitrol Security System, if said burglary occurs at a time the Sonitrol Security System has been properly activated by the Customer and at a time the Protected Building is not open for business or, if the Protected Building is a single family residence, at a time the Protected Building is not occupied by Customer or other authorized occupant ("Covered Event"). Covered Goods shall mean the Customer's own inventory, furnishings, fixtures or equipment, or if the Protected Building is a single family residence, the Customer's own tangible personal property and fixtures. It is further understood and agreed that this Warranty is not intended to enhance, negate or in any way modify any manufacturer's warranty between the Customer and the manufacturers of the various devices or equipment used in the Sonitrol Security System and any such rights, limitations and responsibilities remain solely between those parties.

3. **Exclusions.** This Warranty does not extend to, and SCSS or its agent shall have no liability for the following: (a) loss or damage to property resulting from vandalism, malicious mischief, exterior building damage from point of entry, casualty or other events not a Covered Event; (b) loss or damage to cash, coins, negotiable instruments, gold or silver ingots or bars, manuscripts, books of account or other records, intangibles, stamps or other collectibles. or other property not covered Goods; (c) if the Protected Building is other than a single family residence, loss or damage to Covered Goods contained in show or display windows resulting from forced intrusion from smashing or cutting such windows; (d) loss or damage which occurs at a time when the Protected Building is open for business (or, if the Protected Building is a single family residence, at a time when the Protected Building is occupied by a Customer or other authorized occupant), or at a time when the Sonitrol Security System has not been properly activated by the Customer or operated in accordance with the instructions given to Customer, or at a time when Sonitrol Security System is inoperative due to strikes, riots, floods, fire, earthquake, general utility service interruption or any other cause beyond the control of SCSS: (e) loss or damage occurring during a period of time that the Customer has been previously notified by SCSS or its agent that the Sonitrol Security System would be inoperative; (f) loss or damage that occurs by reason of entry to the Protected Building via an unsecured or unlocked point of access, including but not limited to unlocked doors or windows; or (g) toss or damage occurring in premises or a location other than the Protected Building, such as satellite buildings, garages, utility rooms, sheds, boiler rooms, rooms added on, or any other premises not actually protected by the Sonitrol Security System.

4. **Maximum Liability.** The maximum liability under this Warranty shall be Ten Thousand Dollars ($10,000) for the entire Protected Building regardless of the number of Sonitrol Security Systems used within the Protected Building. If Covered Goods are lost or damaged as a result of a Covered Event, SCSS or its agent may, at its option, elect (a) to replace the lost or damaged Covered Goods with goods of equivalent function and value; (b) to pay the loss in cash to Customer; or (c) to arrange for the repair or restoration of damaged Covered Goods. In the event payment of cash is selected, the amount to be paid shall be the lesser of Actual Cash Value (replacement cost less depreciation), the wholesale purchase price, or the actual cost to Customer without regard to profit markup of lost or damaged Covered Goods. The maximum amount to be paid for lost or damaged Covered Goods which are jewelry is Fifty Dollars ($50.00) per item of jewelry.

5. **Conditions to Warranty.** This Warranty, and any liability hereunder, is contingent upon the happening of the following conditions: (a) the activation and operation of the Sonitrol Security System by Customer in strict accordance with the instructions delivered to Customer; and (b) any Covered Event must be promptly reported by Customer to the police authorities and to SCSS, and within seven (7) days after a Covered Event, Customer shall submit to SCSS or its agent a complete and detailed inventory of all Covered Goods which have been lost or damaged, specifying the Customer's original cost of each item, and any other information deemed necessary or desirable regarding such goods.

6. **Termination.** SCSS or its agent may terminate or amend this Warranty at any time upon ten (10) days prior written notice to Customer. This Warranty is for the exclusive benefit of and is personal to Customer and shall not inure to the benefit of any party (including insurers) other than Customer.

7. **Waiver of Subrogation.** For the benefit of SCSS or its agent, Customer hereby waives any rights of subrogation against SCSS that any insurer of Customer may have provided, however, that if this waiver shall cause the applicable insurance coverage of Customer if any, to be invalidated, this waiver shall be void and of no effect.

8. **Effect on Agreement.** Nothing in this addendum, unless specifically stated otherwise, shall modify or supersede the terms of the principal Agreement. All of the limitations of liability in the Agreement remain in full force and effect, except to the extent this Limited Warranty applies to a Covered Event occurring while the Agreement and this Limited Warranty is in effect. It is specifically understood that the Distributors Council Inc. is not a party to this Addendum.

THIS LIMITED WARRANTY IS EXPRESSLY MADE IN LIEU OF ANY AND ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Schedule of Service and Protection

(Equipment & Services)

STANLEY CONVERGENT SECURITY SOLUTIONS, INC. ("SCSS") AND VISTA DEL MAR SCHOOL - SAN YSIDRO SCHOOL DISTRICT - . ("CUSTOMER") AGREE ON THIS 20TH DAY OF JANUARY, 2021, THAT SCSS SHALL PROVIDE THE SERVICES DESCRIBED BELOW AT 4885 DEL SOL BLVD, SAN DIEGO, CA 92154-8401. ALL WORK, EQUIPMENT, AND SERVICES ARE SUBJECT TO THE DETAILS SET FORTH HEREIN AND TO THE TERMS AND CONDITIONS OF THE FOLLOWING AGREEMENT(S) BETWEEN THE PARTIES, IN ORDER OF PRECEDENCE: 1) ANY CURRENT MASTER AGREEMENT; AND/OR 2) ANY CURRENT AGREEMENT DIRECTLY RELATED TO THE SITE. IF SUCH AGREEMENT(S) ARE NOT IN EFFECT, ARE INAPPLICABLE, OR DO NOT CONTAIN MONITORING SERVICES TERMS AND CONDITIONS, ALL WORK, EQUIPMENT, AND SERVICES WILL BE SUBJECT TO THE TERMS AND CONDITIONS FOUND AT HTTPS://WWW.STANLEYSECURITYSOLUTIONS.COM/LEGAL. THIS SCHEDULE OF SERVICE AND PROTECTION, AND THE PRICES QUOTED HEREIN, SHALL EXPIRE IF NOT EXECUTED BY CUSTOMER WITHIN SIX (6) MONTHS OF THE QUOTE DATE LISTED BELOW, AFTER WHICH TIME SCSS MAY REVISE THE PRICING FOR THE EQUIPMENT AND/OR SERVICES SET FORTH HEREIN.

Solution: SAN YSIDRO SCHOOL DISTRICT - VISTA DEL MAR - TEMP PROBE - INSTALL
Opportunity Number: O-1835789
Quote: Q-210487
Quote Date: January 20, 2021
Investment Type: Direct Sale

System Information

System Type: Sonitrol - Verified Audio Intrusion
Primary System:
Secondary Systems:

Customer to Provide

120 vac Power Outlets, Access to Device Locations, All Patching & Painting,

Equipment

Quantity	Part Number	Description
2.00	M0010082	SS LOW TEMPERAT
2.00	TEMPGB	TEMP PROBE BUFFER KIT
2.00	EAWMFS	EA800 WRLSS MULIT-F SENSOR(M-001-0127)
1.00	EA800IPM0010138	ENVIROALERT, EIGHT ZONE, IP (12-24 VOLT DC)

Existing Equipment

Quantity	Asset Name	Asset Description

Equipment Notes

CUSTOMER TO PROVIDE

ACCESS TO SITE AND POWER AS REQUIRED

Theory of Operation

STANLEY SECURITY WILL INSTALL AND INTEGRATE TEMPERATURE SENSORS INTO EXISTING SONITROL INTRUSION PANEL ALREADY ON SITE

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THERE IS ONE FRIDGE AND ONE FREEZER UNIT SITTING SIDE BY SIDE IN KITCHEN AREA. STANLEY WILL DRILL INTO EACH UNIT AND INSTALL A SENSOR PROBE, PROBES WILL BE INSTALLED INSIDE GLYCERIN BOTTLES TO MEASURE PRODUCT TEMPERATURES AND NOT JUST AIR. STANLEY WILL WORK WITH THE DISTRICT ON SENSOR CALIBRATION SETTINGS TO ENSURE REQUIREMENTS ARE BEING MET.

STANLEY WILL RUN 22/2 FROM UNITS TO DATA ROOM AND CONNECT TO THE EA400 CONTROLLER AND THEN CONNECT THE EA400 TO THE SONITROL CONTROL PANEL

NEW EQUIPMENT

(2) SENSOR PROBES TEMPLS
(2) GLYCERIN BOTTLES -TEMPGB
(1 LOT) 22/2 CABLE
(1) ENVIRONMENT CONTROLLER UNIT -EA400

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Warranty Duration: 90 DAYS
Escalation Information: 0% after 12 Months

Total Installation Price*:	$2,638.64USD
Up-front Deposit*:	$0.00
Payment Plan*: Balance Due Upon Completion*:	$2,638.64

Monthly Service Charges

Total Monthly Fee:*	*$0.00USD*
Payment Frequency:	*Monthly*

Customer agrees that SCSS retains a security interest in the equipment until the full purchase price is paid.

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STANLEY Convergent Security Solutions, Inc.

Customer: VISTA DEL MAR SCHOOL - SAN YSIDRO SCHOOL DISTRICT - .

Lydia Reyes

Security Representative
Executive Security Consultant

Security Representative Title

STANLEY Authorized Manager (Sign)

STANLEY Authorized Manager (Print)

Customer (Sign)

Customer (Print)

Title

Not Binding on SCSS without either Authorized Management Approval Signature or SCSS Begins the Installation or Services.

Account Payment Settings:

PO Required by customer:

STANLEY Convergent Security Solutions, Inc. License Information (as of 7-17-2020): AK 1003300; 104891: AL 888, 1278, 1322, 1472, Complaints may be directed to Alabama Electronic Security Board of Licensure, 7956 Vaughn Rd., Montgomery, AL 36116 (334) 264-9388; 48682: AZ ROC204975: AR 032977; CMPY.0001911, Regulated by Arkansas Bd of Private Investigators and Private Security Agencies, #1 State Police Plaza Dr, Little Rock, AR 72209 (501) 618-8600: CA 848019 - C10; LCO5911; ACO6055, Alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814: CT ELC.0184651-L5: DE 04-158; FAL-0001: FL EF20001345: GA 439701: HI 36390; IA AC-211: ID 015830; 022726-AA-4: IL 127001274: KY 338 (Louisville): LA F1162; F875; F1277; 61931: MA 12737A: MD 107-1828; 259: MI 5103423; 3601207680: MN TS001238: MS 19207-SC; 15024172: MT FPL-BEL-000132: NC 23471-SP-FA/LV; 1839-CSA, Alarm Systems Licensing Bd., 3101 Industrial Drive, Ste 104, Raleigh, NC 27609 (919)788-5320; NH 0424-C; NJ 1074485; 659423; Burglar Alarm Business Lic. # 34BX00022000; NM 374554: NV F400; F401; 0071024; 0084943; NY 12000293169, Licensed by NYS Dept. of State: OH 53-89-1512: OK 953: OR 161567: PA 032736: RI 9448A; TSC 4996; SCFAC3387; BAC5501: TN 1180; 1448; 1650; 1446; CE-D 65528: TX ACR2639; ECR1821; B02140: UT 5704068-6501: VA 2705087235A, 11-5481: WA STANLCS925MZ: WV 045298: WI 969322: WY LV-G-23879.

Billing Addresses:	Installation Invoices	Recurring Services Invoices	Time & Material Invoices
Street Address:	4350 OTAY MESA RD	4350 OTAY MESA RD	4350 OTAY MESA RD
City	SAN YSIDRO	SAN YSIDRO	SAN YSIDRO
State/Province	CA	CA	CA
Country	United States	United States	United States
Zip/Postal Code	92173-1617	92173-1617	92173-1617
Attention			
Billing Contact			
Billing Phone	6194284476	6194284476	6194284476
Billing ID			
Special Handling Required	N	N	N
Notes for Special Handling			
PO #			

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SONITROL
VERIFIED ELECTRONIC SECURITY

SONITROL *$10,000 LIMITED PERFORMANCE WARRANTY*

As an Addendum to the Agreement between Stanley Convergent Security Solutions Inc. ("SCSS") and the customer ("Customer"), it is agreed:

1. **Warranty**. Beginning after seven (7) consecutive days from installation and operation in Customer's premises of Sonitrol security devices and equipment, approved by the Sonitrol Warranty Council, SCSS warrants to Customer that said Sonitrol security devices and equipment which are monitored by a Sonitrol monitoring center (the "Sonitrol Security System") will detect and the monitoring center will report to the proper authority any burglary by forcible intrusion into the interior areas of the Customer 's building actually protected by the Sonitrol Security System (the "Protected Building"). In the event the Customer's communication line (telephone or IP connectivity) is inoperative during the time of burglary by forcible intrusion, then in lieu of the above warranty, SCSS warrants to Customer that if properly activated by Customer, any bell or other audio alarm device that is part of the Sonitrol Security System at the Protected Building will sound upon any burglary by forcible intrusion into the Protected Building. The Warranty set forth above shall be subject to and conditioned upon all terms contained in the Agreement and this Addendum.

2. **Scope of Warranty**. This Warranty is operative only in the event of loss or damage to Covered Goods (defined below) due to a burglary by forcible intrusion into the Protected Building which is undetected or unreported by the Sonitrol Security System, if said burglary occurs at a time the Sonitrol Security System has been properly activated by the Customer and at a time the Protected Building is not open for business or, if the Protected Building is a single family residence, at a time the Protected Building is not occupied by Customer or other authorized occupant ("Covered Event"). Covered Goods shall mean the Customer's own inventory, furnishings, fixtures or equipment, or if the Protected Building is a single family residence, the Customer's own tangible personal property and fixtures. It is further understood and agreed that this Warranty is not intended to enhance, negate or in any way modify any manufacturer's warranty between the Customer and the manufacturers of the various devices or equipment used in the Sonitrol Security System and any such rights, limitations and responsibilities remain solely between those parties.

3. **Exclusions.** This Warranty does not extend to, and SCSS or its agent shall have no liability for the following: (a) loss or damage to property resulting from vandalism, malicious mischief, exterior building damage from point of entry, casualty or other events not a Covered Event; (b) loss or damage to cash, coins, negotiable instruments, gold or silver ingots or bars, manuscripts, books of account or other records, intangibles, stamps or other collectibles. or other property not covered Goods; (c) if the Protected Building is other than a single family residence, loss or damage to Covered Goods contained in show or display windows resulting from forced intrusion from smashing or cutting such windows; (d) loss or damage which occurs at a time when the Protected Building is open for business (or, if the Protected Building is a single family residence, at a time when the Protected Building is occupied by a Customer or other authorized occupant), or at a time when the Sonitrol Security System has not been properly activated by the Customer or operated in accordance with the instructions given to Customer, or at a time when Sonitrol Security System is inoperative due to strikes, riots, floods, fire, earthquake, general utility service interruption or any other cause beyond the control of SCSS: (e) loss or damage occurring during a period of time that the Customer has been previously notified by SCSS or its agent that the Sonitrol Security System would be inoperative; (f) loss or damage that occurs by reason of entry to the Protected Building via an unsecured or unlocked point of access, including but not limited to unlocked doors or windows; or (g) toss or damage occurring in premises or a location other than the Protected Building, such as satellite buildings, garages, utility rooms, sheds, boiler rooms, rooms added on, or any other premises not actually protected by the Sonitrol Security System.

4. **Maximum Liability**. The maximum liability under this Warranty shall be Ten Thousand Dollars ($10,000) for the entire Protected Building regardless of the number of Sonitrol Security Systems used within the Protected Building. If Covered Goods are lost or damaged as a result of a Covered Event, SCSS or its agent may, at its option, elect (a) to replace the lost or damaged Covered Goods with goods of equivalent function and value; (b) to pay the loss in cash to Customer; or (c) to arrange for the repair or restoration of damaged Covered Goods. In the event payment of cash is selected, the amount to be paid shall be the lesser of Actual Cash Value (replacement cost less depreciation), the wholesale purchase price, or the actual cost to Customer without regard to profit markup of lost or damaged Covered Goods. The maximum amount to be paid for lost or damaged Covered Goods which are jewelry is Fifty Dollars ($50.00) per item of jewelry.

5. **Conditions to Warranty.** This Warranty, and any liability hereunder, is contingent upon the happening of the following conditions: (a) the activation and operation of the Sonitrol Security System by Customer in strict accordance with the instructions delivered to Customer; and (b) any Covered Event must be promptly reported by Customer to the police authorities and to SCSS, and within seven (7) days after a Covered Event, Customer shall submit to SCSS or its agent a complete and detailed inventory of all Covered Goods which have been lost or damaged, specifying the Customer's original cost of each item, and any other information deemed necessary or desirable regarding such goods.

6. **Termination.** SCSS or its agent may terminate or amend this Warranty at any time upon ten (10) days prior written notice to Customer. This Warranty is for the exclusive benefit of and is personal to Customer and shall not inure to the benefit of any party (including insurers) other than Customer.

7. **Waiver of Subrogation.** For the benefit of SCSS or its agent, Customer hereby waives any rights of subrogation against SCSS that any insurer of Customer may have provided, however, that if this waiver shall cause the applicable insurance coverage of Customer if any, to be invalidated, this waiver shall be void and of no effect.

8. **Effect on Agreement.** Nothing in this addendum, unless specifically stated otherwise, shall modify or supersede the terms of the principal Agreement. All of the limitations of liability in the Agreement remain in full force and effect, except to the extent this Limited Warranty applies to a Covered Event occurring while the Agreement and this Limited Warranty is in effect. It is specifically understood that the Distributors Council Inc. is not a party to this Addendum.

THIS LIMITED WARRANTY IS EXPRESSLY MADE IN LIEU OF ANY AND ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE

Schedule of Service and Protection

(Equipment & Services)

STANLEY CONVERGENT SECURITY SOLUTIONS, INC. ("SCSS") AND WILLOW ELEMENTARY SCHOOL - SAN YSIDRO ELEMENTARY SCHOOL DISTRI ("CUSTOMER") AGREE ON THIS 20TH DAY OF JANUARY, 2021, THAT SCSS SHALL PROVIDE THE SERVICES DESCRIBED BELOW AT 226 WILLOW RD, SAN YSIDRO, CA 92173-3008. ALL WORK, EQUIPMENT, AND SERVICES ARE SUBJECT TO THE DETAILS SET FORTH HEREIN AND TO THE TERMS AND CONDITIONS OF THE FOLLOWING AGREEMENT(S) BETWEEN THE PARTIES, IN ORDER OF PRECEDENCE: 1) ANY CURRENT MASTER AGREEMENT; AND/OR 2) ANY CURRENT AGREEMENT DIRECTLY RELATED TO THE SITE. IF SUCH AGREEMENT(S) ARE NOT IN EFFECT, ARE INAPPLICABLE, OR DO NOT CONTAIN MONITORING SERVICES TERMS AND CONDITIONS, ALL WORK, EQUIPMENT, AND SERVICES WILL BE SUBJECT TO THE TERMS AND CONDITIONS FOUND AT HTTPS://WWW.STANLEYSECURITYSOLUTIONS.COM/LEGAL. THIS SCHEDULE OF SERVICE AND PROTECTION, AND THE PRICES QUOTED HEREIN, SHALL EXPIRE IF NOT EXECUTED BY CUSTOMER WITHIN SIX (6) MONTHS OF THE QUOTE DATE LISTED BELOW, AFTER WHICH TIME SCSS MAY REVISE THE PRICING FOR THE EQUIPMENT AND/OR SERVICES SET FORTH HEREIN.

Solution: SAN YSIDRO SCHOOL DISTRICT - WILLOW ELEMENTARY - TEMP CONTROL - INSTALL
Opportunity Number: O-1835802
Quote: Q-213412
Quote Date: January 20, 2021
Investment Type: Direct Sale

System Information

System Type: Sonitrol - Verified Audio Intrusion
Primary System:
Secondary Systems:

Customer to Provide

120 vac Power Outlets, Access to Device Locations, All Patching & Painting, Network Connectivity,

Equipment

Quantity	Part Number	Description
2.00	M0010082	SS LOW TEMPERAT
2.00	TEMPGB	TEMP PROBE BUFFER KIT
1.00	1U22022S5	22/2 STR CM 500FT COIL WHITE
1.00	EA40012	ENVROALRT 4-ZN 12VDC 4-FORM-C

Existing Equipment

Quantity	Asset Name	Asset Description

Equipment Notes

CUSTOMER TO PROVIDE

IP ADDRESS AS REQUIRED
POWER AS REQUIRED

Theory of Operation

STANLEY SECURITY WILL INSTALL AND INTEGRATE TEMPERATURE SENSORS INTO EXISTING SONITROL INTRUSION PANEL ALREADY ON SITE AT SAN YSIDRO WILLOW SCHOOL.

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THERE IS ONE FRIDGE AND ONE FREEZER UNIT SITTING SIDE BY SIDE IN KITCHEN AREA. STANLEY WILL DRILL INTO EACH UNIT AND INSTALL A SENSOR PROBE, PROBES WILL BE INSTALLED INSIDE GLYCERIN BOTTLES TO MEASURE PRODUCT TEMPERATURES AND NOT JUST AIR. STANLEY WILL WORK WITH THE DISTRICT ON SENSOR CALIBRATION SETTINGS TO ENSURE REQUIREMENTS ARE BEING MET.

STANLEY WILL RUN 22/2 FROM UNITS TO DATA ROOM AND CONNECT TO THE EA400 CONTROLLER AND THEN CONNECT THE EA400 TO THE SONITROL CONTROL PANEL INSTALLER WILL RECEIVE LEM FROM OPERATIONS. (EXISTING ACCOUNT NUMBER 7481)

NEW EQUIPMENT

(2) SENSOR PROBES TEMPLS
(2) GLYCERIN BOTTLES -TEMPGB
(1 LOT) 22/2 CABLE
(1) ENVIRONMENT CONTROLLER UNIT -EA400

STANLEY SECURITY WILL INSTALL, PROGRAM AND COMMISSION TEMPERATURE SENSORS

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(Advanced Service Options)

In addition to the equipment and services provided for above, the following advanced service recommendations are offered and available as an additional measure of security. By selecting an option(s) below and executing this page, you are agreeing to the provision of such services pursuant to the same terms and conditions set forth above and at the prices listed herein.

****Please check with your consultant for additional service options.**

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Investment Type: Direct Sale

Pricing and Deposit Terms

The term of this Schedule is for a period of 60 Monthsfrom the date hereof and shall thereafter renew as set forth in the Agreement to which this Schedule of Service and Protection ("SOSP") is a Schedule ("the Agreement").

Transaction Information: Add/Upgrade
Warranty Duration: 90 DAYS
Escalation Information: 9% after 12 Months

Total Installation Price*: $2,489.00USD
Up-front Deposit*: $0.00
Payment Plan*:
Balance Due Upon Completion*: $2,489.00

Customer agrees that SCSS retains a security interest in the equipment until the full purchase price is paid.

The quantities and prices reflected in this SOSP are based upon the estimated number of components specified in blueprints, site surveys, and/or other information provided by Customer and the options selected by Customer. The equipment and scope above are expected to cover the cost of installation as quoted herein. Subject to the terms of the Agreement, SCSS reserves the right to submit Change Orders and to recover any additional costs not previously quoted. Such costs include but are not limited to, for example, additional costs that arise as a result of 1) any change to the scope of work or equipment stated in this SOSP; 2) extensions of time outside of SCSS's direct control; 3) changes in architecture, including IT infrastructure, that were not anticipated in this SOSP; 4) the undisclosed presence of asbestos and/or other environmental, health, and/or safety hazards; and/or 5) any faulty non-SCSS equipment that impacts the performance of the solution proposed by SCSS.

Unless expressly agreed otherwise in the Agreement, SCSS shall have the right to submit invoices for progress payments based on percentage work completed.

Monthly Service Charges
*Total Monthly Fee**: *$0.00USD*
Payment Frequency: *Quarterly*

Prices do not include taxes

STANLEY Convergent Security Solutions, Inc.	Customer: WILLOW ELEMENTARY SCHOOL - SAN YSIDRO ELEMENTARY SCHOOL DISTRI
Lydia Reyes	
Security Representative	**Customer (Sign)**
Executive Security Consultant	
Security Representative Title	**Customer (Print)**
STANLEY Authorized Manager (Sign)	**Title**
STANLEY Authorized Manager (Print)	

Not Binding on SCSS without either Authorized Management Approval Signature or SCSS Begins the Installation or Services.

Account Payment Settings:

PO Required by customer:

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City	SAN YSIDRO	SAN YSIDRO	SAN YSIDRO
State/Province	CA	CA	CA
Country	United States	United States	United States
Zip/Postal Code	92173-1617	92173-1617	92173-1617
Attention			
Billing Contact			
Billing Phone	6194284476	6194284476	6194284476
Billing ID			
Special Handling Required	N	N	N
Notes for Special Handling			
PO #			

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1. **Warranty**. Beginning after seven (7) consecutive days from installation and operation in Customer's premises of Sonitrol security devices and equipment, approved by the Sonitrol Warranty Council, SCSS warrants to Customer that said Sonitrol security devices and equipment which are monitored by a Sonitrol monitoring center (the "Sonitrol Security System") will detect and the monitoring center will report to the proper authority any burglary by forcible intrusion into the interior areas of the Customer 's building actually protected by the Sonitrol Security System (the "Protected Building"). In the event the Customer's communication line (telephone or IP connectivity) is inoperative during the time of burglary by forcible intrusion, then in lieu of the above warranty, SCSS warrants to Customer that if properly activated by Customer, any bell or other audio alarm device that is part of the Sonitrol Security System at the Protected Building will sound upon any burglary by forcible intrusion into the Protected Building. The Warranty set forth above shall be subject to and conditioned upon all terms contained in the Agreement and this Addendum.

2. **Scope of Warranty**. This Warranty is operative only in the event of loss or damage to Covered Goods (defined below) due to a burglary by forcible intrusion into the Protected Building which is undetected or unreported by the Sonitrol Security System, if said burglary occurs at a time the Sonitrol Security System has been properly activated by the Customer and at a time the Protected Building is not open for business or, if the Protected Building is a single family residence, at a time the Protected Building is not occupied by Customer or other authorized occupant ("Covered Event"). Covered Goods shall mean the Customer's own inventory, furnishings, fixtures or equipment, or if the Protected Building is a single family residence, the Customer's own tangible personal property and fixtures. It is further understood and agreed that this Warranty is not intended to enhance, negate or in any way modify any manufacturer's warranty between the Customer and the manufacturers of the various devices or equipment used in the Sonitrol Security System and any such rights, limitations and responsibilities remain solely between those parties.

3. **Exclusions.** This Warranty does not extend to, and SCSS or its agent shall have no liability for the following: (a) loss or damage to property resulting from vandalism, malicious mischief, exterior building damage from point of entry, casualty or other events not a Covered Event; (b) loss or damage to cash, coins, negotiable instruments, gold or silver ingots or bars, manuscripts, books of account or other records, intangibles, stamps or other collectibles. or other property not covered Goods; (c) if the Protected Building is other than a single family residence, loss or damage to Covered Goods contained in show or display windows resulting from forced intrusion from smashing or cutting such windows; (d) loss or damage which occurs at a time when the Protected Building is open for business (or, if the Protected Building is a single family residence, at a time when the Protected Building is occupied by a Customer or other authorized occupant), or at a time when the Sonitrol Security System has not been properly activated by the Customer or operated in accordance with the instructions given to Customer, or at a time when Sonitrol Security System is inoperative due to strikes, riots, floods, fire, earthquake, general utility service interruption or any other cause beyond the control of SCSS: (e) loss or damage occurring during a period of time that the Customer has been previously notified by SCSS or its agent that the Sonitrol Security System would be inoperative; (f) loss or damage that occurs by reason of entry to the Protected Building via an unsecured or unlocked point of access, including but not limited to unlocked doors or windows; or (g) toss or damage occurring in premises or a location other than the Protected Building, such as satellite buildings, garages, utility rooms, sheds, boiler rooms, rooms added on, or any other premises not actually protected by the Sonitrol Security System.

4. **Maximum Liability**. The maximum liability under this Warranty shall be Ten Thousand Dollars ($10,000) for the entire Protected Building regardless of the number of Sonitrol Security Systems used within the Protected Building. If Covered Goods are lost or damaged as a result of a Covered Event, SCSS or its agent may, at its option, elect (a) to replace the lost or damaged Covered Goods with goods of equivalent function and value; (b) to pay the loss in cash to Customer; or (c) to arrange for the repair or restoration of damaged Covered Goods. In the event payment of cash is selected, the amount to be paid shall be the lesser of Actual Cash Value (replacement cost less depreciation), the wholesale purchase price, or the actual cost to Customer without regard to profit markup of lost or damaged Covered Goods. The maximum amount to be paid for lost or damaged Covered Goods which are jewelry is Fifty Dollars ($50.00) per item of jewelry.

5. **Conditions to Warranty.** This Warranty, and any liability hereunder, is contingent upon the happening of the following conditions: (a) the activation and operation of the Sonitrol Security System by Customer in strict accordance with the instructions delivered to Customer; and (b) any Covered Event must be promptly reported by Customer to the police authorities and to SCSS, and within seven (7) days after a Covered Event, Customer shall submit to SCSS or its agent a complete and detailed inventory of all Covered Goods which have been lost or damaged, specifying the Customer's original cost of each item, and any other information deemed necessary or desirable regarding such goods.

6. **Termination.** SCSS or its agent may terminate or amend this Warranty at any time upon ten (10) days prior written notice to Customer. This Warranty is for the exclusive benefit of and is personal to Customer and shall not inure to the benefit of any party (including insurers) other than Customer.

7. **Waiver of Subrogation.** For the benefit of SCSS or its agent, Customer hereby waives any rights of subrogation against SCSS that any insurer of Customer may have provided, however, that if this waiver shall cause the applicable insurance coverage of Customer if any, to be invalidated, this waiver shall be void and of no effect.

8. **Effect on Agreement.** Nothing in this addendum, unless specifically stated otherwise, shall modify or supersede the terms of the principal Agreement. All of the limitations of liability in the Agreement remain in full force and effect, except to the extent this Limited Warranty applies to a Covered Event occurring while the Agreement and this Limited Warranty is in effect. It is specifically understood that the Distributors Council Inc. is not a party to this Addendum.

THIS LIMITED WARRANTY IS EXPRESSLY MADE IN LIEU OF ANY AND ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE

Temp Probe Monitoring

1. District and Maintenance
2. San Ysidro Middle School
3. Sunset Elementary School
4. Smythe Elementary School
5. La Mirada Elementary School
6. Ocean View Hills School
7. Vista Del Mar School
8. Willow Elementary School

Schedule of Service and Protection

(Equipment & Services)

STANLEY CONVERGENT SECURITY SOLUTIONS, INC. ("SCSS") AND SAN YSIDRO SCHOOL DISTRICT ("CUSTOMER") AGREE ON THIS 20TH DAY OF JANUARY, 2021, THAT SCSS SHALL PROVIDE THE SERVICES DESCRIBED BELOW AT 4350 OTAY MESA RD, SAN YSIDRO, CA 92173-1617. ALL WORK, EQUIPMENT, AND SERVICES ARE SUBJECT TO THE DETAILS SET FORTH HEREIN AND TO THE TERMS AND CONDITIONS OF THE FOLLOWING AGREEMENT(S) BETWEEN THE PARTIES, IN ORDER OF PRECEDENCE: 1) ANY CURRENT MASTER AGREEMENT; AND/OR 2) ANY CURRENT AGREEMENT DIRECTLY RELATED TO THE SITE. IF SUCH AGREEMENT(S) ARE NOT IN EFFECT, ARE INAPPLICABLE, OR DO NOT CONTAIN MONITORING SERVICES TERMS AND CONDITIONS, ALL WORK, EQUIPMENT, AND SERVICES WILL BE SUBJECT TO THE TERMS AND CONDITIONS FOUND AT HTTPS://WWW.STANLEYSECURITYSOLUTIONS.COM/LEGAL. THIS SCHEDULE OF SERVICE AND PROTECTION, AND THE PRICES QUOTED HEREIN, SHALL EXPIRE IF NOT EXECUTED BY CUSTOMER WITHIN SIX (6) MONTHS OF THE QUOTE DATE LISTED BELOW, AFTER WHICH TIME SCSS MAY REVISE THE PRICING FOR THE EQUIPMENT AND/OR SERVICES SET FORTH HEREIN.

Solution: SAN YSIDRO SCHOOL DISTRICT - DISTRICT AND MAINTENANCE OFFICE TEMP PROBE
Opportunity Number: O-1831182
Quote: Q-208342
Quote Date: January 20, 2021
Investment Type: Direct Sale

System Information

System Type: Sonitrol - Verified Audio Intrusion
Primary System:
Secondary Systems:

Customer to Provide

120 vac Power Outlets, Access to Device Locations, All Patching & Painting, Payments for Permits & Fees, Secured storage of on-site equipment,

Equipment

Quantity	Part Number	Description

Existing Equipment

Quantity	Asset Name	Asset Description

Services

Selected or Quantity	Service Name	Service Description
1.00	CRITICAL CONDITION MONITORING	TROUBLE OR SUPERVISORY SIGNAL SENT TO PNC INITIATED BY A DRY CONTACT ON CUSTOMER PROVIDED EQUIPMENT. PROVIDES MONITORING FOR CRITICAL CONDITIONS SUCH AS POWER LOSS, TEMPERATURE CHANGE, CARBON MONOXIDE DETECTION, WATER DETECTION, INDUSTRIAL PROCESSING, EQUIPMENT MALFUNCTION, ETC. UPON RECEIPT OF A SIGNAL, PNC WILL FOLLOW THE CUSTOMER PROVIDED RESPONSE PLAN. THE SERVICE INCLUDES 1-800 TOLL-FREE SIGNAL TRANSMISSION AND ESERVICES CORE EDITION.

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Services		
1.00	INTRUSION STANDARD SERVICE PLAN	Intrusion Standard Service Plan (MONDAY - FRIDAY, 8AM - 4PM) STANLEY STANDARD SERVICE PLAN COVERS LABOR AND EQUIPMENT COSTS DURING NORMAL BUSINESS HOURS. THE SERVICE PLAN CAN COVER ALL TYPES OF PROTECTION SYSTEMS INCLUDING INTRUSION ALARMS, FIRE ALARMS, CAMERA SYSTEMS AND ACCESS CONTROL SYSTEMS. THIS PLAN COVERS NORMAL WEAR AND TEAR, REPAIR OR REPLACEMENT. REPAIR OR REPLACEMENT OF EQUIPMENT DAMAGED BY THE CUSTOMER, ACTS OF GOD OR VANDALISM IS NOT COVERED. SERVICE LABOR RATES FOR AFTER HOURS WORK ARE NOT INCLUDED AND ARE BASED ON CURRENT STANLEY SERVICE LABOR RATE SCHEDULE. INCLUDES ACCESS TO THE STANLEY TAC (24X7).
1.00	TECHNICAL ASSISTANCE CENTER SUPPORT	PNC PROVIDES 24X7 TELEPHONE TECHNICAL SUPPORT. PNC TECHNICAL SPECIALISTS ARE AVAILABLE OVER THE TELEPHONE TO ASSIST CUSTOMERS WITH TROUBLESHOOTING, PANEL PROGRAMMING AND SYSTEM OPERATIONS ON MOST SYSTEM CONTROLS. THIS SERVICE IS PROVIDED ON MOST INTRUSION ALARMS, FIRE ALARMS AND CCTV DVR/VCR CONTROLS. PRICE PER LOCATION.

Equipment Notes

CUSTOMER TO PROVIDE

ACCESS TO SITE AND POWER AS REQUIRED

Theory of Operation

STANLEY SECURITY WILL INSTALL AND INTEGRATE TEMPERATURE SENSORS INTO EXISTING SONITROL INTRUSION PANEL ALREADY ON SITE AT SAN YSIDRO DISTRICT AND MAINTANENCE OFFICE. THIS IS A MONITORING AGREEMENT, INSTALL AGREEMENT IS ON QUOTE Q-209360

MAINTANENCE OFFICE

THERE IS ONE FRIDGE AND ONE FREEZER UNIT SITTING SIDE BY SIDE IN KITCHEN AREA. STANLEY WILL DRILL INTO EACH UNIT AND INSTALL A SENSOR PROBE, PROBES WILL BE INSTALLED INSIDE GLYCERIN BOTTLES TO MEASURE PRODUCT TEMPERATURES AND NOT JUST AIR. STANLEY WILL WORK WITH THE DISTRICT ON SENSOR CALIBRATION SETTINGS TO ENSURE REQUIREMENTS ARE BEING MET.

STANLEY WILL RUN 22/2 FROM UNITS TO DATA ROOM AND CONNECT TO THE EA400 CONTROLLER AND THEN CONNECT THE EA400 TO THE SONITROL CONTROL PANEL ACCOUNT 7545

EQUIPMENT INSTALLED ON QUOTE Q-209360

(2) SENSOR PROBES TEMPLS
(2) GLYCERIN BOTTLES -TEMPGB
(1 LOT) 22/2 CABLE
(1) ENVIRONMENT CONTROLLER UNIT -EA400

DISTRICT OFFICE

STANLEY WILL RUN 22/2 FROM UNITS TO DATA ROOM AND CONNECT TO THE EA400 CONTROLLER AND THEN CONNECT THE EA400 TO THE SONITROL CONTROL PANEL ACCOUNT 7360

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EQUIPMENT INSTALLED ON Q-209360

(1) SENSOR PROBES TEMPL
(1) GLYCERIN BOTTLES -TEMPGB
(1 LOT) 22/2 CABLE
(1) ENVIRONMENT CONTROLLER UNIT -EA400

STANLEY SECURITY WILL INSTALL, PROGRAM AND COMMISSION TEMPERATURE SENSORS

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(Advanced Service Options)

In addition to the equipment and services provided for above, the following advanced service recommendations are offered and available as an additional measure of security. By selecting an option(s) below and executing this page, you are agreeing to the provision of such services pursuant to the same terms and conditions set forth above and at the prices listed herein.

****Please check with your consultant for additional service options.**

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Investment Type: Direct Sale

Pricing and Deposit Terms

The term of this Schedule is for a period of 60 Monthsfrom the date hereof and shall thereafter renew as set forth in the Agreement to which this Schedule of Service and Protection ("SOSP") is a Schedule ("the Agreement").

Transaction Information: Add/Upgrade
Warranty Duration:
Escalation Information: 0% after 12 Months

Customer agrees that SCSS retains a security interest in the equipment until the full purchase price is paid.

The quantities and prices reflected in this SOSP are based upon the estimated number of components specified in blueprints, site surveys, and/or other information provided by Customer and the options selected by Customer. The equipment and scope above are expected to cover the cost of installation as quoted herein. Subject to the terms of the Agreement, SCSS reserves the right to submit Change Orders and to recover any additional costs not previously quoted. Such costs include but are not limited to, for example, additional costs that arise as a result of 1) any change to the scope of work or equipment stated in this SOSP; 2) extensions of time outside of SCSS's direct control; 3) changes in architecture, including IT infrastructure, that were not anticipated in this SOSP; 4) the undisclosed presence of asbestos and/or other environmental, health, and/or safety hazards; and/or 5) any faulty non-SCSS equipment that impacts the performance of the solution proposed by SCSS.

Unless expressly agreed otherwise in the Agreement, SCSS shall have the right to submit invoices for progress payments based on percentage work completed.

Total Installation Price*: $0.00USD
Up-front Deposit*: $0.00
Payment Plan*:
Balance Due Upon Completion*: $0.00

Monthly Service Charges
*Total Monthly Fee**: *$100.00USD*
Payment Frequency: *Annual*

Prices do not include taxes

STANLEY Convergent Security Solutions, Inc. | Customer: SAN YSIDRO SCHOOL DISTRICT

Lydia Reyes

Security Representative
Executive Security Consultant

Security Representative Title

Customer (Sign)

Customer (Print)

STANLEY Authorized Manager (Sign)

Title

STANLEY Authorized Manager (Print)

Not Binding on SCSS without either Authorized Management Approval Signature or SCSS Begins the Installation or Services.

Account Payment Settings:

PO Required by customer:

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Billing Addresses:	Installation Invoices	Recurring Services Invoices	Time & Material Invoices
Street Address:	4350 OTAY MESA RD	4350 OTAY MESA RD	4350 OTAY MESA RD
City	SAN YSIDRO	SAN YSIDRO	SAN YSIDRO
State/Province	CA	CA	CA
Country	United States	United States	United States
Zip/Postal Code	92173-1617	92173-1617	92173-1617
Attention			
Billing Contact			
Billing Phone	6194284476	6194284476	6194284476
Billing ID	TEMP PROBES - DISTRICT AND MAINTANENCE OFFICE	TEMP PROBES - DISTRICT AND MAINTANENCE OFFICE	
Special Handling Required	N	N	N
Notes for Special Handling			
PO #			

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SONITROL
VERIFIED ELECTRONIC SECURITY

SONITROL *$10,000 LIMITED PERFORMANCE WARRANTY*

As an Addendum to the Agreement between Stanley Convergent Security Solutions Inc. ("SCSS") and the customer ("Customer"), it is agreed:

1. **Warranty**. Beginning after seven (7) consecutive days from installation and operation in Customer's premises of Sonitrol security devices and equipment, approved by the Sonitrol Warranty Council, SCSS warrants to Customer that said Sonitrol security devices and equipment which are monitored by a Sonitrol monitoring center (the "Sonitrol Security System") will detect and the monitoring center will report to the proper authority any burglary by forcible intrusion into the interior areas of the Customer 's building actually protected by the Sonitrol Security System (the "Protected Building"). In the event the Customer's communication line (telephone or IP connectivity) is inoperative during the time of burglary by forcible intrusion, then in lieu of the above warranty, SCSS warrants to Customer that if properly activated by Customer, any bell or other audio alarm device that is part of the Sonitrol Security System at the Protected Building will sound upon any burglary by forcible intrusion into the Protected Building. The Warranty set forth above shall be subject to and conditioned upon all terms contained in the Agreement and this Addendum.

2. **Scope of Warranty.** This Warranty is operative only in the event of loss or damage to Covered Goods (defined below) due to a burglary by forcible intrusion into the Protected Building which is undetected or unreported by the Sonitrol Security System, if said burglary occurs at a time the Sonitrol Security System has been properly activated by the Customer and at a time the Protected Building is not open for business or, if the Protected Building is a single family residence, at a time the Protected Building is not occupied by Customer or other authorized occupant ("Covered Event"). Covered Goods shall mean the Customer's own inventory, furnishings, fixtures or equipment, or if the Protected Building is a single family residence, the Customer's own tangible personal property and fixtures. It is further understood and agreed that this Warranty is not intended to enhance, negate or in any way modify any manufacturer's warranty between the Customer and the manufacturers of the various devices or equipment used in the Sonitrol Security System and any such rights, limitations and responsibilities remain solely between those parties.

3. **Exclusions.** This Warranty does not extend to, and SCSS or its agent shall have no liability for the following: (a) loss or damage to property resulting from vandalism, malicious mischief, exterior building damage from point of entry, casualty or other events not a Covered Event; (b) loss or damage to cash, coins, negotiable instruments, gold or silver ingots or bars, manuscripts, books of account or other records, intangibles, stamps or other collectibles. or other property not covered Goods; (c) if the Protected Building is other than a single family residence, loss or damage to Covered Goods contained in show or display windows resulting from forced intrusion from smashing or cutting such windows; (d) loss or damage which occurs at a time when the Protected Building is open for business (or, if the Protected Building is a single family residence, at a time when the Protected Building is occupied by a Customer or other authorized occupant), or at a time when the Sonitrol Security System has not been properly activated by the Customer or operated in accordance with the instructions given to Customer, or at a time when Sonitrol Security System is inoperative due to strikes, riots, floods, fire, earthquake, general utility service interruption or any other cause beyond the control of SCSS: (e) loss or damage occurring during a period of time that the Customer has been previously notified by SCSS or its agent that the Sonitrol Security System would be inoperative; (f) loss or damage that occurs by reason of entry to the Protected Building via an unsecured or unlocked point of access, including but not limited to unlocked doors or windows; or (g) toss or damage occurring in premises or a location other than the Protected Building, such as satellite buildings, garages, utility rooms, sheds, boiler rooms, rooms added on, or any other premises not actually protected by the Sonitrol Security System.

4. **Maximum Liability**. The maximum liability under this Warranty shall be Ten Thousand Dollars ($10,000) for the entire Protected Building regardless of the number of Sonitrol Security Systems used within the Protected Building. If Covered Goods are lost or damaged as a result of a Covered Event, SCSS or its agent may, at its option, elect (a) to replace the lost or damaged Covered Goods with goods of equivalent function and value; (b) to pay the loss in cash to Customer; or (c) to arrange for the repair or restoration of damaged Covered Goods. In the event payment of cash is selected, the amount to be paid shall be the lesser of Actual Cash Value (replacement cost less depreciation), the wholesale purchase price, or the actual cost to Customer without regard to profit markup of lost or damaged Covered Goods. The maximum amount to be paid for lost or damaged Covered Goods which are jewelry is Fifty Dollars ($50.00) per item of jewelry.

5. **Conditions to Warranty.** This Warranty, and any liability hereunder, is contingent upon the happening of the following conditions: (a) the activation and operation of the Sonitrol Security System by Customer in strict accordance with the instructions delivered to Customer; and (b) any Covered Event must be promptly reported by Customer to the police authorities and to SCSS, and within seven (7) days after a Covered Event, Customer shall submit to SCSS or its agent a complete and detailed inventory of all Covered Goods which have been lost or damaged, specifying the Customer's original cost of each item, and any other information deemed necessary or desirable regarding such goods.

6. **Termination.** SCSS or its agent may terminate or amend this Warranty at any time upon ten (10) days prior written notice to Customer. This Warranty is for the exclusive benefit of and is personal to Customer and shall not inure to the benefit of any party (including insurers) other than Customer.

7. **Waiver of Subrogation.** For the benefit of SCSS or its agent, Customer hereby waives any rights of subrogation against SCSS that any insurer of Customer may have provided, however, that if this waiver shall cause the applicable insurance coverage of Customer if any, to be invalidated, this waiver shall be void and of no effect.

8. **Effect on Agreement.** Nothing in this addendum, unless specifically stated otherwise, shall modify or supersede the terms of the principal Agreement. All of the limitations of liability in the Agreement remain in full force and effect, except to the extent this Limited Warranty applies to a Covered Event occurring while the Agreement and this Limited Warranty is in effect. It is specifically understood that the Distributors Council Inc. is not a party to this Addendum.

THIS LIMITED WARRANTY IS EXPRESSLY MADE IN LIEU OF ANY AND ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Schedule of Service and Protection

(Equipment & Services)

STANLEY CONVERGENT SECURITY SOLUTIONS, INC. ("SCSS") AND SAN YSIDRO MIDDLE SCHOOL - SAN YSIDRO ELEMENTARY SCHOOL DISTRI ("CUSTOMER") AGREE ON THIS 20TH DAY OF JANUARY, 2021, THAT SCSS SHALL PROVIDE THE SERVICES DESCRIBED BELOW AT 4345 OTAY MESA RD, SAN YSIDRO, CA 92173-1623. ALL WORK, EQUIPMENT, AND SERVICES ARE SUBJECT TO THE DETAILS SET FORTH HEREIN AND TO THE TERMS AND CONDITIONS OF THE FOLLOWING AGREEMENT(S) BETWEEN THE PARTIES, IN ORDER OF PRECEDENCE: 1) ANY CURRENT MASTER AGREEMENT; AND/OR 2) ANY CURRENT AGREEMENT DIRECTLY RELATED TO THE SITE. IF SUCH AGREEMENT(S) ARE NOT IN EFFECT, ARE INAPPLICABLE, OR DO NOT CONTAIN MONITORING SERVICES TERMS AND CONDITIONS, ALL WORK, EQUIPMENT, AND SERVICES WILL BE SUBJECT TO THE TERMS AND CONDITIONS FOUND AT HTTPS://WWW.STANLEYSECURITYSOLUTIONS.COM/LEGAL. THIS SCHEDULE OF SERVICE AND PROTECTION, AND THE PRICES QUOTED HEREIN, SHALL EXPIRE IF NOT EXECUTED BY CUSTOMER WITHIN SIX (6) MONTHS OF THE QUOTE DATE LISTED BELOW, AFTER WHICH TIME SCSS MAY REVISE THE PRICING FOR THE EQUIPMENT AND/OR SERVICES SET FORTH HEREIN.

Solution: SAN YSIDRO SCHOOL DISTRICT - SAN YSIDRO MIDDLE SCHOOL - TEMP CONTROL
Opportunity Number: O-1747070
Quote: Q-186363
Quote Date: January 20, 2021
Investment Type: Direct Sale

System Information

System Type: Sonitrol - Verified Audio Intrusion
Primary System:
Secondary Systems:

Customer to Provide

120 vac Power Outlets, All Patching & Painting,

Equipment

Quantity	Part Number	Description

Existing Equipment

Quantity	Asset Name	Asset Description

Services

Selected or Quantity	Service Name	Service Description
1.00	CRITICAL CONDITION MONITORING	TROUBLE OR SUPERVISORY SIGNAL SENT TO PNC INITIATED BY A DRY CONTACT ON CUSTOMER PROVIDED EQUIPMENT. PROVIDES MONITORING FOR CRITICAL CONDITIONS SUCH AS POWER LOSS, TEMPERATURE CHANGE, CARBON MONOXIDE DETECTION, WATER DETECTION, INDUSTRIAL PROCESSING, EQUIPMENT MALFUNCTION, ETC. UPON RECEIPT OF A SIGNAL, PNC WILL FOLLOW THE CUSTOMER PROVIDED RESPONSE PLAN. THE SERVICE INCLUDES 1-800 TOLL-FREE SIGNAL TRANSMISSION AND ESERVICES CORE EDITION.

STANLEY Convergent Security Solutions, Inc. License Information (as of 7-17-2020): AK 1003300; 104891; AL 888, 1278, 1322, 1472, Complaints may be directed to Alabama Electronic Security Board of Licensure, 7956 Vaughn Rd., Montgomery, AL 36116 (334) 264-9388, 48682; AZ ROC204975; AR 032977; CMPY.0001911, Regulated by Arkansas Bd of Private Investigators and Private Security Agencies, #1 State Police Plaza Dr, Little Rock, AR 72209 (501) 618-8600; CA 848019 - C10; LCO5911, ACO6055, Alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814; CT ELC.0184651-L5; DE 04-158; FAL-0001; FL EF20001345; GA 439701; HI 36390; IA AC-211; ID 015830; 022726-AA-4; IL 127001274; KY 338 (Louisville); LA F1162; F875; F1277; 61931; MA 12737A; MD 107-1828; 259; MI 5103423; 3601207680; MN TS001238; MS 19207-SC; 15024172; MT FPL-BEL-000132; NC 23471-SP-FA/LV; 1839-CSA, Alarm Systems Licensing Bd., 3101 Industrial Drive, Ste 104, Raleigh, NC 27609 (919)788-5320; NH 0424-C; NJ 1074485; 659423; Burglar Alarm Business Lic. # 34BX00022000; NM 374554; NV F400; F401; 0071024; 0084943; NY 12000293169, Licensed by NYS Dept. of State; OH 53-89-1512; OK 953; OR 161567; PA 032736; RI 9448A; TSC 4996; SCFAC3387; BAC5501; TN 1180; 1448; 1650; 1446; CE-D 65528; TX ACR2639; ECR1821; B02140; UT 5704068-6501; VA 2705087235A, 11-5481; WA STANLCS925MZ; WV 045298; WI 969322; WY LV-G-23879.

Services		
1.00	INTRUSION STANDARD SERVICE PLAN	Intrusion Standard Service Plan (MONDAY - FRIDAY, 8AM - 4PM) STANLEY STANDARD SERVICE PLAN COVERS LABOR AND EQUIPMENT COSTS DURING NORMAL BUSINESS HOURS. THE SERVICE PLAN CAN COVER ALL TYPES OF PROTECTION SYSTEMS INCLUDING INTRUSION ALARMS, FIRE ALARMS, CAMERA SYSTEMS AND ACCESS CONTROL SYSTEMS. THIS PLAN COVERS NORMAL WEAR AND TEAR, REPAIR OR REPLACEMENT. REPAIR OR REPLACEMENT OF EQUIPMENT DAMAGED BY THE CUSTOMER, ACTS OF GOD OR VANDALISM IS NOT COVERED. SERVICE LABOR RATES FOR AFTER HOURS WORK ARE NOT INCLUDED AND ARE BASED ON CURRENT STANLEY SERVICE LABOR RATE SCHEDULE. INCLUDES ACCESS TO THE STANLEY TAC (24X7).
1.00	TECHNICAL ASSISTANCE CENTER SUPPORT	PNC PROVIDES 24X7 TELEPHONE TECHNICAL SUPPORT. PNC TECHNICAL SPECIALISTS ARE AVAILABLE OVER THE TELEPHONE TO ASSIST CUSTOMERS WITH TROUBLESHOOTING, PANEL PROGRAMMING AND SYSTEM OPERATIONS ON MOST SYSTEM CONTROLS. THIS SERVICE IS PROVIDED ON MOST INTRUSION ALARMS, FIRE ALARMS AND CCTV DVR/VCR CONTROLS. PRICE PER LOCATION.

Equipment Notes

CUSTOMER TO PROVIDE

IP ADDRESS AS REQUIRED
POWER AS REQUIRED

Theory of Operation

STANLEY SECURITY WILL INSTALL AND INTEGRATE TEMPERATURE SENSORS INTO EXISTING SONITROL INTRUSION PANEL ALREADY ON SITE AT SAN YSIDRO MIDDLE SCHOOL.

THERE IS ONE FRIDGE AND ONE FREEZER UNIT SITTING SIDE BY SIDE IN KITCHEN AREA. STANLEY WILL DRILL INTO EACH UNIT AND INSTALL A SENSOR PROBE, PROBES WILL BE INSTALLED INSIDE GLYCERIN BOTTLES TO MEASURE PRODUCT TEMPERATURES AND NOT JUST AIR. STANLEY WILL WORK WITH THE DISTRICT ON SENSOR CALIBRATION SETTINGS TO ENSURE REQUIREMENTS ARE BEING MET.

STANLEY WILL RUN 22/2 FROM UNITS TO DATA ROOM AND CONNECT TO THE EA400 CONTROLLER AND THEN CONNECT THE EA400 TO THE SONITROL CONTROL PANEL ACCOUNT 7263

NEW EQUIPMENT

(2) SENSOR PROBES TEMPLS
(2) GLYCERIN BOTTLES -TEMPGB
(1 LOT) 22/2 CABLE
(1) ENVIRONMENT CONTROLLER UNIT -EA400

STANLEY SECURITY WILL INSTALL, PROGRAM AND COMMISSION TEMPERATURE SENSORS

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(Advanced Service Options)

In addition to the equipment and services provided for above, the following advanced service recommendations are offered and available as an additional measure of security. By selecting an option(s) below and executing this page, you are agreeing to the provision of such services pursuant to the same terms and conditions set forth above and at the prices listed herein.

****Please check with your consultant for additional service options.**

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Investment Type: Direct Sale

Pricing and Deposit Terms

The term of this Schedule is for a period of 60 Monthsfrom the date hereof and shall thereafter renew as set forth in the Agreement to which this Schedule of Service and Protection ("SOSP") is a Schedule ("the Agreement").

Transaction Information: Add/Upgrade
Warranty Duration:
Escalation Information: 0% after 12 Months

Total Installation Price*:	$0.00USD
Up-front Deposit*:	$0.00
Payment Plan*: Balance Due Upon Completion*:	$0.00

Customer agrees that SCSS retains a security interest in the equipment until the full purchase price is paid.

The quantities and prices reflected in this SOSP are based upon the estimated number of components specified in blueprints, site surveys, and/or other information provided by Customer and the options selected by Customer. The equipment and scope above are expected to cover the cost of installation as quoted herein. Subject to the terms of the Agreement, SCSS reserves the right to submit Change Orders and to recover any additional costs not previously quoted. Such costs include but are not limited to, for example, additional costs that arise as a result of 1) any change to the scope of work or equipment stated in this SOSP; 2) extensions of time outside of SCSS's direct control; 3) changes in architecture, including IT infrastructure, that were not anticipated in this SOSP; 4) the undisclosed presence of asbestos and/or other environmental, health, and/or safety hazards; and/or 5) any faulty non-SCSS equipment that impacts the performance of the solution proposed by SCSS.

Monthly Service Charges	
*Total Monthly Fee**:	*$50.00USD*
Payment Frequency:	*Annual*

Unless expressly agreed otherwise in the Agreement, SCSS shall have the right to submit invoices for progress payments based on percentage work completed.

Prices do not include taxes

STANLEY Convergent Security Solutions, Inc. | Customer: SAN YSIDRO MIDDLE SCHOOL - SAN YSIDRO ELEMENTARY SCHOOL DISTRI

Sam Hicks

Security Representative
Security Consultant

Security Representative Title

STANLEY Authorized Manager (Sign)

STANLEY Authorized Manager (Print)

Customer (Sign)

Customer (Print)

Title

Not Binding on SCSS without either Authorized Management Approval Signature or SCSS Begins the Installation or Services.

Account Payment Settings:

PO Required by customer:

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Billing Addresses:	Installation Invoices	Recurring Services Invoices	Time & Material Invoices
Street Address:	4350 OTAY MESA RD	4350 OTAY MESA RD	4350 OTAY MESA RD
City	SAN YSIDRO	SAN YSIDRO	SAN YSIDRO
State/Province	CA	CA	CA
Country	United States	United States	United States
Zip/Postal Code	92173-1617	92173-1617	92173-1617
Attention			
Billing Contact			
Billing Phone	6194284476	6194284476	6194284476
Billing ID			
Special Handling Required	N	N	N
Notes for Special Handling			
PO #			

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SONITROL
VERIFIED ELECTRONIC SECURITY

SONITROL *$10,000 LIMITED PERFORMANCE WARRANTY*

As an Addendum to the Agreement between Stanley Convergent Security Solutions Inc. ("SCSS") and the customer ("Customer"), it is agreed:

1. **Warranty**. Beginning after seven (7) consecutive days from installation and operation in Customer's premises of Sonitrol security devices and equipment, approved by the Sonitrol Warranty Council, SCSS warrants to Customer that said Sonitrol security devices and equipment which are monitored by a Sonitrol monitoring center (the "Sonitrol Security System") will detect and the monitoring center will report to the proper authority any burglary by forcible intrusion into the interior areas of the Customer 's building actually protected by the Sonitrol Security System (the "Protected Building"). In the event the Customer's communication line (telephone or IP connectivity) is inoperative during the time of burglary by forcible intrusion, then in lieu of the above warranty, SCSS warrants to Customer that if properly activated by Customer, any bell or other audio alarm device that is part of the Sonitrol Security System at the Protected Building will sound upon any burglary by forcible intrusion into the Protected Building. The Warranty set forth above shall be subject to and conditioned upon all terms contained in the Agreement and this Addendum.

2. **Scope of Warranty**. This Warranty is operative only in the event of loss or damage to Covered Goods (defined below) due to a burglary by forcible intrusion into the Protected Building which is undetected or unreported by the Sonitrol Security System, if said burglary occurs at a time the Sonitrol Security System has been properly activated by the Customer and at a time the Protected Building is not open for business or, if the Protected Building is a single family residence, at a time the Protected Building is not occupied by Customer or other authorized occupant ("Covered Event"). Covered Goods shall mean the Customer's own inventory, furnishings, fixtures or equipment, or if the Protected Building is a single family residence, the Customer's own tangible personal property and fixtures. It is further understood and agreed that this Warranty is not intended to enhance, negate or in any way modify any manufacturer's warranty between the Customer and the manufacturers of the various devices or equipment used in the Sonitrol Security System and any such rights, limitations and responsibilities remain solely between those parties.

3. **Exclusions.** This Warranty does not extend to, and SCSS or its agent shall have no liability for the following: (a) loss or damage to property resulting from vandalism, malicious mischief, exterior building damage from point of entry, casualty or other events not a Covered Event; (b) loss or damage to cash, coins, negotiable instruments, gold or silver ingots or bars, manuscripts, books of account or other records, intangibles, stamps or other collectibles. or other property not covered Goods; (c) if the Protected Building is other than a single family residence, loss or damage to Covered Goods contained in show or display windows resulting from forced intrusion from smashing or cutting such windows; (d) loss or damage which occurs at a time when the Protected Building is open for business (or, if the Protected Building is a single family residence, at a time when the Protected Building is occupied by a Customer or other authorized occupant), or at a time when the Sonitrol Security System has not been properly activated by the Customer or operated in accordance with the instructions given to Customer, or at a time when Sonitrol Security System is inoperative due to strikes, riots, floods, fire, earthquake, general utility service interruption or any other cause beyond the control of SCSS: (e) loss or damage occurring during a period of time that the Customer has been previously notified by SCSS or its agent that the Sonitrol Security System would be inoperative; (f) loss or damage that occurs by reason of entry to the Protected Building via an unsecured or unlocked point of access, including but not limited to unlocked doors or windows; or (g) toss or damage occurring in premises or a location other than the Protected Building, such as satellite buildings, garages, utility rooms, sheds, boiler rooms, rooms added on, or any other premises not actually protected by the Sonitrol Security System.

4. **Maximum Liability**. The maximum liability under this Warranty shall be Ten Thousand Dollars ($10,000) for the entire Protected Building regardless of the number of Sonitrol Security Systems used within the Protected Building. If Covered Goods are lost or damaged as a result of a Covered Event, SCSS or its agent may, at its option, elect (a) to replace the lost or damaged Covered Goods with goods of equivalent function and value; (b) to pay the loss in cash to Customer; or (c) to arrange for the repair or restoration of damaged Covered Goods. In the event payment of cash is selected, the amount to be paid shall be the lesser of Actual Cash Value (replacement cost less depreciation), the wholesale purchase price, or the actual cost to Customer without regard to profit markup of lost or damaged Covered Goods. The maximum amount to be paid for lost or damaged Covered Goods which are jewelry is Fifty Dollars ($50.00) per item of jewelry.

5. **Conditions to Warranty.** This Warranty, and any liability hereunder, is contingent upon the happening of the following conditions: (a) the activation and operation of the Sonitrol Security System by Customer in strict accordance with the instructions delivered to Customer; and (b) any Covered Event must be promptly reported by Customer to the police authorities and to SCSS, and within seven (7) days after a Covered Event, Customer shall submit to SCSS or its agent a complete and detailed inventory of all Covered Goods which have been lost or damaged, specifying the Customer's original cost of each item, and any other information deemed necessary or desirable regarding such goods.

6. **Termination.** SCSS or its agent may terminate or amend this Warranty at any time upon ten (10) days prior written notice to Customer. This Warranty is for the exclusive benefit of and is personal to Customer and shall not inure to the benefit of any party (including insurers) other than Customer.

7. **Waiver of Subrogation.** For the benefit of SCSS or its agent, Customer hereby waives any rights of subrogation against SCSS that any insurer of Customer may have provided, however, that if this waiver shall cause the applicable insurance coverage of Customer if any, to be invalidated, this waiver shall be void and of no effect.

8. **Effect on Agreement.** Nothing in this addendum, unless specifically stated otherwise, shall modify or supersede the terms of the principal Agreement. All of the limitations of liability in the Agreement remain in full force and effect, except to the extent this Limited Warranty applies to a Covered Event occurring while the Agreement and this Limited Warranty is in effect. It is specifically understood that the Distributors Council Inc. is not a party to this Addendum.

THIS LIMITED WARRANTY IS EXPRESSLY MADE IN LIEU OF ANY AND ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE

Schedule of Service and Protection

(Equipment & Services)

STANLEY CONVERGENT SECURITY SOLUTIONS, INC. ("SCSS") AND SUNSET ELEMENTARY SCHOOL - SAN YSIDRO ELEMENTARY SCHOOL DISTRI ("CUSTOMER") AGREE ON THIS 20TH DAY OF JANUARY, 2021, THAT SCSS SHALL PROVIDE THE SERVICES DESCRIBED BELOW AT 3825 SUNSET LN, SAN YSIDRO, CA 92173-3334. ALL WORK, EQUIPMENT, AND SERVICES ARE SUBJECT TO THE DETAILS SET FORTH HEREIN AND TO THE TERMS AND CONDITIONS OF THE FOLLOWING AGREEMENT(S) BETWEEN THE PARTIES, IN ORDER OF PRECEDENCE: 1) ANY CURRENT MASTER AGREEMENT; AND/OR 2) ANY CURRENT AGREEMENT DIRECTLY RELATED TO THE SITE. IF SUCH AGREEMENT(S) ARE NOT IN EFFECT, ARE INAPPLICABLE, OR DO NOT CONTAIN MONITORING SERVICES TERMS AND CONDITIONS, ALL WORK, EQUIPMENT, AND SERVICES WILL BE SUBJECT TO THE TERMS AND CONDITIONS FOUND AT HTTPS://WWW.STANLEYSECURITYSOLUTIONS.COM/LEGAL. THIS SCHEDULE OF SERVICE AND PROTECTION, AND THE PRICES QUOTED HEREIN, SHALL EXPIRE IF NOT EXECUTED BY CUSTOMER WITHIN SIX (6) MONTHS OF THE QUOTE DATE LISTED BELOW, AFTER WHICH TIME SCSS MAY REVISE THE PRICING FOR THE EQUIPMENT AND/OR SERVICES SET FORTH HEREIN.

Solution: SAN YSDIRO SCHOOL DISTRICT - SUNSET ELEMENTARY - Temp Control
Opportunity Number: O-1747506
Quote: Q-186495
Quote Date: January 20, 2021
Investment Type: Direct Sale

System Information

System Type: Sonitrol - Verified Audio Intrusion
Primary System:
Secondary Systems:

Customer to Provide

120 vac Power Outlets, Access to Device Locations, All Patching & Painting,

Equipment

Quantity	Part Number	Description

Existing Equipment

Quantity	Asset Name	Asset Description

Services

Selected or Quantity	Service Name	Service Description
1.00	CRITICAL CONDITION MONITORING	TROUBLE OR SUPERVISORY SIGNAL SENT TO PNC INITIATED BY A DRY CONTACT ON CUSTOMER PROVIDED EQUIPMENT. PROVIDES MONITORING FOR CRITICAL CONDITIONS SUCH AS POWER LOSS, TEMPERATURE CHANGE, CARBON MONOXIDE DETECTION, WATER DETECTION, INDUSTRIAL PROCESSING, EQUIPMENT MALFUNCTION, ETC. UPON RECEIPT OF A SIGNAL, PNC WILL FOLLOW THE CUSTOMER PROVIDED RESPONSE PLAN. THE SERVICE INCLUDES 1-800 TOLL-FREE SIGNAL TRANSMISSION AND ESERVICES CORE EDITION.

STANLEY Convergent Security Solutions, Inc. License Information (as of 7-17-2020): AK 1003300; 104891: AL 888, 1278, 1322, 1472, Complaints may be directed to Alabama Electronic Security Board of Licensure, 7956 Vaughn Rd., Montgomery, AL 36116 (334) 264-9388; 48682: AZ ROC204975: AR 032977; CMPY.0001911, Regulated by Arkansas Bd of Private Investigators and Private Security Agencies, #1 State Police Plaza Dr, Little Rock, AR 72209 (501) 618-8600: CA 848019 - C10; LCO5911; ACO6055, Alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814: CT ELC.0184651-L5: DE 04-158; FAL-0001: FL EF20001345: GA 439701: HI 36390; IA AC-211: ID 015830; 022726-AA-4: IL 127001274: KY 338 (Louisville): LA F1162; F875; F1277; 61931: MA 12737A; MD 107-1828; 259: MI 5103423; 3601207680: MN TS001238: MS 19207-SC; 15024172: MT FPL-BEL-000132: NC 23471-SP-FA/LV; 1839-CSA, Alarm Systems Licensing Bd., 3101 Industrial Drive, Ste 104, Raleigh, NC 27609 (919)788-5320; NH 0424-C; NJ 1074485; 659423; Burglar Alarm Business Lic. # 34BX00022000; NM 374554; NV F400, F401; 0071024; 0084943; NY 12000293169, Licensed by NYS Dept. of State: OH 53-89-1512: OK 953: OR 161567: PA 032736: RI 9448A; TSC 4996; SCFAC3387; BAC5501: TN 1180; 1448; 1650; 1446; CE-D 65528: TX ACR2639; ECR1821; B02140: UT 5704068-6501: VA 2705087235A, 11-5481: WA STANLCS925MZ: WV 045298: WI 969322: WY LV-G-23879.

Services		
1.00	INTRUSION STANDARD SERVICE PLAN	Intrusion Standard Service Plan (MONDAY - FRIDAY, 8AM - 4PM) STANLEY STANDARD SERVICE PLAN COVERS LABOR AND EQUIPMENT COSTS DURING NORMAL BUSINESS HOURS. THE SERVICE PLAN CAN COVER ALL TYPES OF PROTECTION SYSTEMS INCLUDING INTRUSION ALARMS, FIRE ALARMS, CAMERA SYSTEMS AND ACCESS CONTROL SYSTEMS. THIS PLAN COVERS NORMAL WEAR AND TEAR, REPAIR OR REPLACEMENT. REPAIR OR REPLACEMENT OF EQUIPMENT DAMAGED BY THE CUSTOMER, ACTS OF GOD OR VANDALISM IS NOT COVERED. SERVICE LABOR RATES FOR AFTER HOURS WORK ARE NOT INCLUDED AND ARE BASED ON CURRENT STANLEY SERVICE LABOR RATE SCHEDULE. INCLUDES ACCESS TO THE STANLEY TAC (24X7).
1.00	TECHNICAL ASSISTANCE CENTER SUPPORT	PNC PROVIDES 24X7 TELEPHONE TECHNICAL SUPPORT. PNC TECHNICAL SPECIALISTS ARE AVAILABLE OVER THE TELEPHONE TO ASSIST CUSTOMERS WITH TROUBLESHOOTING, PANEL PROGRAMMING AND SYSTEM OPERATIONS ON MOST SYSTEM CONTROLS. THIS SERVICE IS PROVIDED ON MOST INTRUSION ALARMS, FIRE ALARMS AND CCTV DVR/VCR CONTROLS. PRICE PER LOCATION.

Equipment Notes

CUSTOMER TO PROVIDE

IP ADDRESS AS REQUIRED
POWER AS REQUIRED

Theory of Operation

STANLEY SECURITY WILL INSTALL AND INTEGRATE TEMPERATURE SENSORS INTO EXISTING SONITROL INTRUSION PANEL ALREADY ON SITE AT SAN YSIDRO SUNSET SCHOOL.

THERE IS ONE FRIDGE AND ONE FREEZER UNIT SITTING SIDE BY SIDE IN KITCHEN AREA. STANLEY WILL DRILL INTO EACH UNIT AND INSTALL A SENSOR PROBE, PROBES WILL BE INSTALLED INSIDE GLYCERIN BOTTLES TO MEASURE PRODUCT TEMPERATURES AND NOT JUST AIR. STANLEY WILL WORK WITH THE DISTRICT ON SENSOR CALIBRATION SETTINGS TO ENSURE REQUIREMENTS ARE BEING MET.

STANLEY WILL RUN 22/2 FROM UNITS TO DATA ROOM AND CONNECT TO THE EA400 CONTROLLER AND THEN CONNECT THE EA400 TO THE SONITROL CONTROL PANEL ACCOUNT 7679 LEM 2

NEW EQUIPMENT

(2) SENSOR PROBES TEMPLS
(2) GLYCERIN BOTTLES -TEMPGB
(1 LOT) 22/2 CABLE
(1) ENVIRONMENT CONTROLLER UNIT -EA400

STANLEY SECURITY WILL INSTALL, PROGRAM AND COMMISSION TEMPERATURE SENSORS -EA400

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(Advanced Service Options)

In addition to the equipment and services provided for above, the following advanced service recommendations are offered and available as an additional measure of security. By selecting an option(s) below and executing this page, you are agreeing to the provision of such services pursuant to the same terms and conditions set forth above and at the prices listed herein.

****Please check with your consultant for additional service options.**

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Investment Type: Direct Sale

Pricing and Deposit Terms

The term of this Schedule is for a period of 60 Monthsfrom the date hereof and shall thereafter renew as set forth in the Agreement to which this Schedule of Service and Protection ("SOSP") is a Schedule ("the Agreement").

Transaction Information: Add/Upgrade
Warranty Duration:
Escalation Information: 0% after 12 Months

Total Installation Price*: $0.00USD
Up-front Deposit*: $0.00
Payment Plan*:
Balance Due Upon Completion*: $0.00

Customer agrees that SCSS retains a security interest in the equipment until the full purchase price is paid.

The quantities and prices reflected in this SOSP are based upon the estimated number of components specified in blueprints, site surveys, and/or other information provided by Customer and the options selected by Customer. The equipment and scope above are expected to cover the cost of installation as quoted herein. Subject to the terms of the Agreement, SCSS reserves the right to submit Change Orders and to recover any additional costs not previously quoted. Such costs include but are not limited to, for example, additional costs that arise as a result of 1) any change to the scope of work or equipment stated in this SOSP; 2) extensions of time outside of SCSS's direct control; 3) changes in architecture, including IT infrastructure, that were not anticipated in this SOSP; 4) the undisclosed presence of asbestos and/or other environmental, health, and/or safety hazards; and/or 5) any faulty non-SCSS equipment that impacts the performance of the solution proposed by SCSS.

Monthly Service Charges
*Total Monthly Fee**: *$50.00USD*
Payment Frequency: *Annual*

Unless expressly agreed otherwise in the Agreement, SCSS shall have the right to submit invoices for progress payments based on percentage work completed.

Prices do not include taxes

STANLEY Convergent Security Solutions, Inc.	Customer: SUNSET ELEMENTARY SCHOOL - SAN YSIDRO ELEMENTARY SCHOOL DISTRI

Sam Hicks

Security Representative
Security Consultant

Security Representative Title

STANLEY Authorized Manager (Sign)

STANLEY Authorized Manager (Print)

Customer (Sign)

Customer (Print)

Title

Not Binding on SCSS without either Authorized Management Approval Signature or SCSS Begins the Installation or Services.

Account Payment Settings:

PO Required by customer:

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Billing Addresses:	Installation Invoices	Recurring Services Invoices	Time & Material Invoices
Street Address:	4350 OTAY MESA RD	4350 OTAY MESA RD	4350 OTAY MESA RD
City	SAN YSIDRO	SAN YSIDRO	SAN YSIDRO
State/Province	CA	CA	CA
Country	United States	United States	United States
Zip/Postal Code	92173-1617	92173-1617	92173-1617
Attention			
Billing Contact			
Billing Phone	6194284476	6194284476	6194284476
Billing ID			
Special Handling Required	N	N	N
Notes for Special Handling			
PO #			

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SONITROL
VERIFIED ELECTRONIC SECURITY

SONITROL *$10,000 LIMITED PERFORMANCE WARRANTY*

As an Addendum to the Agreement between Stanley Convergent Security Solutions Inc. ("SCSS") and the customer ("Customer"), it is agreed:

1. **Warranty**. Beginning after seven (7) consecutive days from installation and operation in Customer's premises of Sonitrol security devices and equipment, approved by the Sonitrol Warranty Council, SCSS warrants to Customer that said Sonitrol security devices and equipment which are monitored by a Sonitrol monitoring center (the "Sonitrol Security System") will detect and the monitoring center will report to the proper authority any burglary by forcible intrusion into the interior areas of the Customer 's building actually protected by the Sonitrol Security System (the "Protected Building"). In the event the Customer's communication line (telephone or IP connectivity) is inoperative during the time of burglary by forcible intrusion, then in lieu of the above warranty, SCSS warrants to Customer that if properly activated by Customer, any bell or other audio alarm device that is part of the Sonitrol Security System at the Protected Building will sound upon any burglary by forcible intrusion into the Protected Building. The Warranty set forth above shall be subject to and conditioned upon all terms contained in the Agreement and this Addendum.

2. **Scope of Warranty**. This Warranty is operative only in the event of loss or damage to Covered Goods (defined below) due to a burglary by forcible intrusion into the Protected Building which is undetected or unreported by the Sonitrol Security System, if said burglary occurs at a time the Sonitrol Security System has been properly activated by the Customer and at a time the Protected Building is not open for business or, if the Protected Building is a single family residence, at a time the Protected Building is not occupied by Customer or other authorized occupant ("Covered Event"). Covered Goods shall mean the Customer's own inventory, furnishings, fixtures or equipment, or if the Protected Building is a single family residence, the Customer's own tangible personal property and fixtures. It is further understood and agreed that this Warranty is not intended to enhance, negate or in any way modify any manufacturer's warranty between the Customer and the manufacturers of the various devices or equipment used in the Sonitrol Security System and any such rights, limitations and responsibilities remain solely between those parties.

3. **Exclusions.** This Warranty does not extend to, and SCSS or its agent shall have no liability for the following: (a) loss or damage to property resulting from vandalism, malicious mischief, exterior building damage from point of entry, casualty or other events not a Covered Event; (b) loss or damage to cash, coins, negotiable instruments, gold or silver ingots or bars, manuscripts, books of account or other records, intangibles, stamps or other collectibles. or other property not covered Goods; (c) if the Protected Building is other than a single family residence, loss or damage to Covered Goods contained in show or display windows resulting from forced intrusion from smashing or cutting such windows; (d) loss or damage which occurs at a time when the Protected Building is open for business (or, if the Protected Building is a single family residence, at a time when the Protected Building is occupied by a Customer or other authorized occupant), or at a time when the Sonitrol Security System has not been properly activated by the Customer or operated in accordance with the instructions given to Customer, or at a time when Sonitrol Security System is inoperative due to strikes, riots, floods, fire, earthquake, general utility service interruption or any other cause beyond the control of SCSS: (e) loss or damage occurring during a period of time that the Customer has been previously notified by SCSS or its agent that the Sonitrol Security System would be inoperative; (f) loss or damage that occurs by reason of entry to the Protected Building via an unsecured or unlocked point of access, including but not limited to unlocked doors or windows; or (g) toss or damage occurring in premises or a location other than the Protected Building, such as satellite buildings, garages, utility rooms, sheds, boiler rooms, rooms added on, or any other premises not actually protected by the Sonitrol Security System.

4. **Maximum Liability**. The maximum liability under this Warranty shall be Ten Thousand Dollars ($10,000) for the entire Protected Building regardless of the number of Sonitrol Security Systems used within the Protected Building. If Covered Goods are lost or damaged as a result of a Covered Event, SCSS or its agent may, at its option, elect (a) to replace the lost or damaged Covered Goods with goods of equivalent function and value; (b) to pay the loss in cash to Customer; or (c) to arrange for the repair or restoration of damaged Covered Goods. In the event payment of cash is selected, the amount to be paid shall be the lesser of Actual Cash Value (replacement cost less depreciation), the wholesale purchase price, or the actual cost to Customer without regard to profit markup of lost or damaged Covered Goods. The maximum amount to be paid for lost or damaged Covered Goods which are jewelry is Fifty Dollars ($50.00) per item of jewelry.

5. **Conditions to Warranty.** This Warranty, and any liability hereunder, is contingent upon the happening of the following conditions: (a) the activation and operation of the Sonitrol Security System by Customer in strict accordance with the instructions delivered to Customer; and (b) any Covered Event must be promptly reported by Customer to the police authorities and to SCSS, and within seven (7) days after a Covered Event, Customer shall submit to SCSS or its agent a complete and detailed inventory of all Covered Goods which have been lost or damaged, specifying the Customer's original cost of each item, and any other information deemed necessary or desirable regarding such goods.

6. **Termination.** SCSS or its agent may terminate or amend this Warranty at any time upon ten (10) days prior written notice to Customer. This Warranty is for the exclusive benefit of and is personal to Customer and shall not inure to the benefit of any party (including insurers) other than Customer.

7. **Waiver of Subrogation.** For the benefit of SCSS or its agent, Customer hereby waives any rights of subrogation against SCSS that any insurer of Customer may have provided, however, that if this waiver shall cause the applicable insurance coverage of Customer if any, to be invalidated, this waiver shall be void and of no effect.

8. **Effect on Agreement.** Nothing in this addendum, unless specifically stated otherwise, shall modify or supersede the terms of the principal Agreement. All of the limitations of liability in the Agreement remain in full force and effect, except to the extent this Limited Warranty applies to a Covered Event occurring while the Agreement and this Limited Warranty is in effect. It is specifically understood that the Distributors Council Inc. is not a party to this Addendum.

THIS LIMITED WARRANTY IS EXPRESSLY MADE IN LIEU OF ANY AND ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Schedule of Service and Protection

(Equipment & Services)

STANLEY CONVERGENT SECURITY SOLUTIONS, INC. ("SCSS") AND SMYTHE AVE ELEMENTARY SCHOOL - SAN YSIDRO ELEMENTARY SCHOOL DISTRI ("CUSTOMER") AGREE ON THIS 20TH DAY OF JANUARY, 2021, THAT SCSS SHALL PROVIDE THE SERVICES DESCRIBED BELOW AT 1880 SMYTHE AVE, SAN YSIDRO, CA 92173-1518. ALL WORK, EQUIPMENT, AND SERVICES ARE SUBJECT TO THE DETAILS SET FORTH HEREIN AND TO THE TERMS AND CONDITIONS OF THE FOLLOWING AGREEMENT(S) BETWEEN THE PARTIES, IN ORDER OF PRECEDENCE: 1) ANY CURRENT MASTER AGREEMENT; AND/OR 2) ANY CURRENT AGREEMENT DIRECTLY RELATED TO THE SITE. IF SUCH AGREEMENT(S) ARE NOT IN EFFECT, ARE INAPPLICABLE, OR DO NOT CONTAIN MONITORING SERVICES TERMS AND CONDITIONS, ALL WORK, EQUIPMENT, AND SERVICES WILL BE SUBJECT TO THE TERMS AND CONDITIONS FOUND AT HTTPS://WWW.STANLEYSECURITYSOLUTIONS.COM/LEGAL. THIS SCHEDULE OF SERVICE AND PROTECTION, AND THE PRICES QUOTED HEREIN, SHALL EXPIRE IF NOT EXECUTED BY CUSTOMER WITHIN SIX (6) MONTHS OF THE QUOTE DATE LISTED BELOW, AFTER WHICH TIME SCSS MAY REVISE THE PRICING FOR THE EQUIPMENT AND/OR SERVICES SET FORTH HEREIN.

Solution: SMYTHE ELEMENTARY - temp control
Opportunity Number: O-1747080
Quote: Q-186372
Quote Date: January 20, 2021
Investment Type: Direct Sale

System Information

System Type: Sonitrol - Verified Audio Intrusion
Primary System:
Secondary Systems:

Customer to Provide

120 vac Power Outlets, Access to Device Locations, All Patching & Painting,

Equipment

Quantity	Part Number	Description

Existing Equipment

Quantity	Asset Name	Asset Description

Services

Selected or Quantity	Service Name	Service Description
1.00	CRITICAL CONDITION MONITORING	TROUBLE OR SUPERVISORY SIGNAL SENT TO PNC INITIATED BY A DRY CONTACT ON CUSTOMER PROVIDED EQUIPMENT. PROVIDES MONITORING FOR CRITICAL CONDITIONS SUCH AS POWER LOSS, TEMPERATURE CHANGE, CARBON MONOXIDE DETECTION, WATER DETECTION, INDUSTRIAL PROCESSING, EQUIPMENT MALFUNCTION, ETC. UPON RECEIPT OF A SIGNAL, PNC WILL FOLLOW THE CUSTOMER PROVIDED RESPONSE PLAN. THE SERVICE INCLUDES 1-800 TOLL-FREE SIGNAL TRANSMISSION AND ESERVICES CORE EDITION.

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Services		
1.00	INTRUSION STANDARD SERVICE PLAN	Intrusion Standard Service Plan (MONDAY - FRIDAY, 8AM - 4PM) STANLEY STANDARD SERVICE PLAN COVERS LABOR AND EQUIPMENT COSTS DURING NORMAL BUSINESS HOURS. THE SERVICE PLAN CAN COVER ALL TYPES OF PROTECTION SYSTEMS INCLUDING INTRUSION ALARMS, FIRE ALARMS, CAMERA SYSTEMS AND ACCESS CONTROL SYSTEMS. THIS PLAN COVERS NORMAL WEAR AND TEAR, REPAIR OR REPLACEMENT. REPAIR OR REPLACEMENT OF EQUIPMENT DAMAGED BY THE CUSTOMER, ACTS OF GOD OR VANDALISM IS NOT COVERED. SERVICE LABOR RATES FOR AFTER HOURS WORK ARE NOT INCLUDED AND ARE BASED ON CURRENT STANLEY SERVICE LABOR RATE SCHEDULE. INCLUDES ACCESS TO THE STANLEY TAC (24X7).
1.00	TECHNICAL ASSISTANCE CENTER SUPPORT	PNC PROVIDES 24X7 TELEPHONE TECHNICAL SUPPORT. PNC TECHNICAL SPECIALISTS ARE AVAILABLE OVER THE TELEPHONE TO ASSIST CUSTOMERS WITH TROUBLESHOOTING, PANEL PROGRAMMING AND SYSTEM OPERATIONS ON MOST SYSTEM CONTROLS. THIS SERVICE IS PROVIDED ON MOST INTRUSION ALARMS, FIRE ALARMS AND CCTV DVR/VCR CONTROLS. PRICE PER LOCATION.
1.00	SECURITY HQ CLASSIC EDITION	SECURITY HQ CLASSIC EDITION - BASIC REPORTING - UP TO 1 MONTH OF MONITORING DATA FOR VIEWING, UP TO 1 YEAR OF SERVICE AND BILLING DATA FOR VIEWING, BASIC NOTIFICATIONS, AND ACCOUNT MANAGEMENT - UNLIMITED USERS (SMALL BUSINESS/RESIDENTIAL) - FREE FOR EVERYONE.
1.00	MYSONITROL STANDARD	(ONLINE SUPPORT AND BASIC ACCOUNT MAINTENANCE) STANDARD MYSONITROL.NET PROVIDES REAL TIME ABILITY TO VIEW SYSTEM AND USER STATUS, ASSIGN USER ACCESS LEVELS, EDIT CONTACT INFO AND VIEW CALL LIST INFORMATION, CONTACT THE MONITORING CENTER AND GENERATE STANDARD REPORTS (IN EXCEL, ACCESS OR PDF FORMATS). REPORTS CAN BE SCHEDULED TO RUN AUTOMATICALLY ON A DAILY, WEEKLY OR MONTHLY BASIS. INTRUSION ALARM USERS CAN BE ADDED OR DELETED AND ALARM (INTRUSION AND FIRE) DISPATCH ACTIVITY CAN BE VIEWED. LIMITED ACCESS AND USAGE.

Equipment Notes

CUSTOMER TO PROVIDE

IP ADDRESS FOR MONITORING.

Theory of Operation

STANLEY SECURITY WILL BE INSTALLING AND INTEGRATING TEMPERATURE SENSORS INTO NEW SONITROL INTRUSION PANEL IN NEAREST ELECTRICAL/I.T. ROOM. AT LA SMYTHE ELEMENTARY

THERE IS ONE FRIDGE AND ONE FREEZER UNIT SITTING SIDE BY SIDE IN KITCHEN AREA. STANLEY WILL DRILL INTO EACH UNIT AND INSTALL A SENSOR PROBE, PROBES WILL BE INSTALLED INSIDE GLYCERIN BOTTLES TO MEASURE PRODUCT TEMPERATURES AND NOT JUST AIR.

STANLEY WILL 22/2 FROM UNITS TO DATA ROOM AND CONNECT TO THE EA400 CONTROLLER AND THEN CONNECT THE EA400 TO THE SONITROL CONTROL PANEL, SONITROL CONTROL PANEL WILL BE INSTALLED IN NEAREST ELECTRICAL/I.T. ROOM.

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NEW EQUIPMENT TO BE INSTALLED(2) SENSOR PROBES TEMPLS
(2) GLYCERIN BOTTLES -TEMPGB
(1 LOT) 22/2 CABLE
(1) ENVIRONMENT CONTROLLER UNIT -EA400
(1) FLEXIP SONITROL PANEL + KEYPAD
(1) CRADLE POINT AND POWER HUB

STANLEY SECURITY WILL INSTALL, PROGRAM AND COMMISSION TEMPERATURE SENSORS

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(Advanced Service Options)

In addition to the equipment and services provided for above, the following advanced service recommendations are offered and available as an additional measure of security. By selecting an option(s) below and executing this page, you are agreeing to the provision of such services pursuant to the same terms and conditions set forth above and at the prices listed herein.

****Please check with your consultant for additional service options.**

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Investment Type: Direct Sale

Pricing and Deposit Terms

The term of this Schedule is for a period of 60 Monthsfrom the date hereof and shall thereafter renew as set forth in the Agreement to which this Schedule of Service and Protection ("SOSP") is a Schedule ("the Agreement").

Transaction Information: Add/Upgrade
Warranty Duration:
Escalation Information: 0% after 12 Months

Total Installation Price*:	$0.00USD
Up-front Deposit*:	$0.00
Payment Plan*: Balance Due Upon Completion*:	$0.00

Customer agrees that SCSS retains a security interest in the equipment until the full purchase price is paid.

The quantities and prices reflected in this SOSP are based upon the estimated number of components specified in blueprints, site surveys, and/or other information provided by Customer and the options selected by Customer. The equipment and scope above are expected to cover the cost of installation as quoted herein. Subject to the terms of the Agreement, SCSS reserves the right to submit Change Orders and to recover any additional costs not previously quoted. Such costs include but are not limited to, for example, additional costs that arise as a result of 1) any change to the scope of work or equipment stated in this SOSP; 2) extensions of time outside of SCSS's direct control; 3) changes in architecture, including IT infrastructure, that were not anticipated in this SOSP; 4) the undisclosed presence of asbestos and/or other environmental, health, and/or safety hazards; and/or 5) any faulty non-SCSS equipment that impacts the performance of the solution proposed by SCSS.

Unless expressly agreed otherwise in the Agreement, SCSS shall have the right to submit invoices for progress payments based on percentage work completed.

Monthly Service Charges	
Total Monthly Fee:*	*$98.29USD*
Payment Frequency:	*Annual*

Prices do not include taxes

STANLEY Convergent Security Solutions, Inc.	Customer: SMYTHE AVE ELEMENTARY SCHOOL - SAN YSIDRO ELEMENTARY SCHOOL DISTRI

Sam Hicks

Security Representative
Security Consultant

Security Representative Title

STANLEY Authorized Manager (Sign)

STANLEY Authorized Manager (Print)

Customer (Sign)

Customer (Print)

Title

Not Binding on SCSS without either Authorized Management Approval Signature or SCSS Begins the Installation or Services.

Account Payment Settings:

PO Required by customer:

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Billing Addresses:	Installation Invoices	Recurring Services Invoices	Time & Material Invoices
Street Address:	4350 OTAY MESA RD	4350 OTAY MESA RD	4350 OTAY MESA RD
City	SAN YSIDRO	SAN YSIDRO	SAN YSIDRO
State/Province	CA	CA	CA
Country	United States	United States	United States
Zip/Postal Code	92173-1617	92173-1617	92173-1617
Attention			
Billing Contact			
Billing Phone	6194284476	6194284476	6194284476
Billing ID			
Special Handling Required	N	N	N
Notes for Special Handling			
PO #			

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SONITROL
VERIFIED ELECTRONIC SECURITY

SONITROL *$10,000 LIMITED PERFORMANCE WARRANTY*

As an Addendum to the Agreement between Stanley Convergent Security Solutions Inc. ("SCSS") and the customer ("Customer"), it is agreed:

1. **Warranty.** Beginning after seven (7) consecutive days from installation and operation in Customer's premises of Sonitrol security devices and equipment, approved by the Sonitrol Warranty Council, SCSS warrants to Customer that said Sonitrol security devices and equipment which are monitored by a Sonitrol monitoring center (the "Sonitrol Security System") will detect and the monitoring center will report to the proper authority any burglary by forcible intrusion into the interior areas of the Customer 's building actually protected by the Sonitrol Security System (the "Protected Building"). In the event the Customer's communication line (telephone or IP connectivity) is inoperative during the time of burglary by forcible intrusion, then in lieu of the above warranty, SCSS warrants to Customer that if properly activated by Customer, any bell or other audio alarm device that is part of the Sonitrol Security System at the Protected Building will sound upon any burglary by forcible intrusion into the Protected Building. The Warranty set forth above shall be subject to and conditioned upon all terms contained in the Agreement and this Addendum.

2. **Scope of Warranty.** This Warranty is operative only in the event of loss or damage to Covered Goods (defined below) due to a burglary by forcible intrusion into the Protected Building which is undetected or unreported by the Sonitrol Security System, if said burglary occurs at a time the Sonitrol Security System has been properly activated by the Customer and at a time the Protected Building is not open for business or, if the Protected Building is a single family residence, at a time the Protected Building is not occupied by Customer or other authorized occupant ("Covered Event"). Covered Goods shall mean the Customer's own inventory, furnishings, fixtures or equipment, or if the Protected Building is a single family residence, the Customer's own tangible personal property and fixtures. It is further understood and agreed that this Warranty is not intended to enhance, negate or in any way modify any manufacturer's warranty between the Customer and the manufacturers of the various devices or equipment used in the Sonitrol Security System and any such rights, limitations and responsibilities remain solely between those parties.

3. **Exclusions.** This Warranty does not extend to, and SCSS or its agent shall have no liability for the following: (a) loss or damage to property resulting from vandalism, malicious mischief, exterior building damage from point of entry, casualty or other events not a Covered Event; (b) loss or damage to cash, coins, negotiable instruments, gold or silver ingots or bars, manuscripts, books of account or other records, intangibles, stamps or other collectibles. or other property not covered Goods; (c) if the Protected Building is other than a single family residence, loss or damage to Covered Goods contained in show or display windows resulting from forced intrusion from smashing or cutting such windows; (d) loss or damage which occurs at a time when the Protected Building is open for business (or, if the Protected Building is a single family residence, at a time when the Protected Building is occupied by a Customer or other authorized occupant), or at a time when the Sonitrol Security System has not been properly activated by the Customer or operated in accordance with the instructions given to Customer, or at a time when Sonitrol Security System is inoperative due to strikes, riots, floods, fire, earthquake, general utility service interruption or any other cause beyond the control of SCSS: (e) loss or damage occurring during a period of time that the Customer has been previously notified by SCSS or its agent that the Sonitrol Security System would be inoperative; (f) loss or damage that occurs by reason of entry to the Protected Building via an unsecured or unlocked point of access, including but not limited to unlocked doors or windows; or (g) toss or damage occurring in premises or a location other than the Protected Building, such as satellite buildings, garages, utility rooms, sheds, boiler rooms, rooms added on, or any other premises not actually protected by the Sonitrol Security System.

4. **Maximum Liability.** The maximum liability under this Warranty shall be Ten Thousand Dollars ($10,000) for the entire Protected Building regardless of the number of Sonitrol Security Systems used within the Protected Building. If Covered Goods are lost or damaged as a result of a Covered Event, SCSS or its agent may, at its option, elect (a) to replace the lost or damaged Covered Goods with goods of equivalent function and value; (b) to pay the loss in cash to Customer; or (c) to arrange for the repair or restoration of damaged Covered Goods. In the event payment of cash is selected, the amount to be paid shall be the lesser of Actual Cash Value (replacement cost less depreciation), the wholesale purchase price, or the actual cost to Customer without regard to profit markup of lost or damaged Covered Goods. The maximum amount to be paid for lost or damaged Covered Goods which are jewelry is Fifty Dollars ($50.00) per item of jewelry.

5. **Conditions to Warranty.** This Warranty, and any liability hereunder, is contingent upon the happening of the following conditions: (a) the activation and operation of the Sonitrol Security System by Customer in strict accordance with the instructions delivered to Customer; and (b) any Covered Event must be promptly reported by Customer to the police authorities and to SCSS, and within seven (7) days after a Covered Event, Customer shall submit to SCSS or its agent a complete and detailed inventory of all Covered Goods which have been lost or damaged, specifying the Customer's original cost of each item, and any other information deemed necessary or desirable regarding such goods.

6. **Termination.** SCSS or its agent may terminate or amend this Warranty at any time upon ten (10) days prior written notice to Customer. This Warranty is for the exclusive benefit of and is personal to Customer and shall not inure to the benefit of any party (including insurers) other than Customer.

7. **Waiver of Subrogation.** For the benefit of SCSS or its agent, Customer hereby waives any rights of subrogation against SCSS that any insurer of Customer may have provided, however, that if this waiver shall cause the applicable insurance coverage of Customer if any, to be invalidated, this waiver shall be void and of no effect.

8. **Effect on Agreement.** Nothing in this addendum, unless specifically stated otherwise, shall modify or supersede the terms of the principal Agreement. All of the limitations of liability in the Agreement remain in full force and effect, except to the extent this Limited Warranty applies to a Covered Event occurring while the Agreement and this Limited Warranty is in effect. It is specifically understood that the Distributors Council Inc. is not a party to this Addendum.

THIS LIMITED WARRANTY IS EXPRESSLY MADE IN LIEU OF ANY AND ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE

Schedule of Service and Protection

(Equipment & Services)

STANLEY CONVERGENT SECURITY SOLUTIONS, INC. ("SCSS") AND LA MIRADA ELEMENTARY SCHOOL - SAN YSIDRO ELEMENTARY SCHOOL DISTRI ("CUSTOMER") AGREE ON THIS 20TH DAY OF JANUARY, 2021, THAT SCSS SHALL PROVIDE THE SERVICES DESCRIBED BELOW AT 222 AVENIDA DE LA MADRID, SAN YSIDRO, CA 92173-1508. ALL WORK, EQUIPMENT, AND SERVICES ARE SUBJECT TO THE DETAILS SET FORTH HEREIN AND TO THE TERMS AND CONDITIONS OF THE FOLLOWING AGREEMENT(S) BETWEEN THE PARTIES, IN ORDER OF PRECEDENCE: 1) ANY CURRENT MASTER AGREEMENT; AND/OR 2) ANY CURRENT AGREEMENT DIRECTLY RELATED TO THE SITE. IF SUCH AGREEMENT(S) ARE NOT IN EFFECT, ARE INAPPLICABLE, OR DO NOT CONTAIN MONITORING SERVICES TERMS AND CONDITIONS, ALL WORK, EQUIPMENT, AND SERVICES WILL BE SUBJECT TO THE TERMS AND CONDITIONS FOUND AT HTTPS://WWW.STANLEYSECURITYSOLUTIONS.COM/LEGAL. THIS SCHEDULE OF SERVICE AND PROTECTION, AND THE PRICES QUOTED HEREIN, SHALL EXPIRE IF NOT EXECUTED BY CUSTOMER WITHIN SIX (6) MONTHS OF THE QUOTE DATE LISTED BELOW, AFTER WHICH TIME SCSS MAY REVISE THE PRICING FOR THE EQUIPMENT AND/OR SERVICES SET FORTH HEREIN.

Solution: LA MIRADA ELEMENTARY - TEMP PROBE - RMR
Opportunity Number: O-1747078
Quote: Q-186370
Quote Date: January 20, 2021
Investment Type: Direct Sale

System Information

System Type: Sonitrol - Verified Audio Intrusion
Primary System:
Secondary Systems:

Customer to Provide

120 vac Power Outlets, Access to Device Locations, All Patching & Painting,

Equipment

Quantity	Part Number	Description

Existing Equipment

Quantity	Asset Name	Asset Description

Services

Selected or Quantity	Service Name	Service Description
1.00	CRITICAL CONDITION MONITORING	TROUBLE OR SUPERVISORY SIGNAL SENT TO PNC INITIATED BY A DRY CONTACT ON CUSTOMER PROVIDED EQUIPMENT. PROVIDES MONITORING FOR CRITICAL CONDITIONS SUCH AS POWER LOSS, TEMPERATURE CHANGE, CARBON MONOXIDE DETECTION, WATER DETECTION, INDUSTRIAL PROCESSING, EQUIPMENT MALFUNCTION, ETC. UPON RECEIPT OF A SIGNAL, PNC WILL FOLLOW THE CUSTOMER PROVIDED RESPONSE PLAN. THE SERVICE INCLUDES 1-800 TOLL-FREE SIGNAL TRANSMISSION AND ESERVICES CORE EDITION.

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Equipment Notes

CUSTOMER TO PROVIDE

IP ADDRESS FOR MONITORING.

Theory of Operation

STANLEY SECURITY WILL BE INSTALLING AND INTEGRATING TEMPERATURE SENSORS INTO NEW SONITROL INTRUSION PANEL IN NEAREST ELECTRICAL/I.T. ROOM. AT LA MIRADA ELEMENTARY

THERE IS ONE FRIDGE AND ONE FREEZER UNIT SITTING SIDE BY SIDE IN KITCHEN AREA. STANLEY WILL DRILL INTO EACH UNIT AND INSTALL A SENSOR PROBE, PROBES WILL BE INSTALLED INSIDE GLYCERIN BOTTLES TO MEASURE PRODUCT TEMPERATURES AND NOT JUST AIR.

STANLEY WILL 22/2 FROM UNITS TO DATA ROOM AND CONNECT TO THE EA400 CONTROLLER AND THEN CONNECT THE EA400 TO THE SONITROL CONTROL PANEL, SONITROL CONTROL PANEL WILL BE INSTALLED IN NEAREST ELECTRICAL/I.T. ROOM.

STANLEY Convergent Security Solutions, Inc. License Information (as of 7-17-2020): AK 1003300; 104891: AL 888, 1278, 1322; 1472, Complaints may be directed to Alabama Electronic Security Board of Licensure, 7956 Vaughn Rd., Montgomery, AL 36116 (334) 264-9388; 48682: AZ ROC204975: AR 032977; CMPY.0001911, Regulated by Arkansas Bd of Private Investigators and Private Security Agencies, #1 State Police Plaza Dr, Little Rock, AR 72209 (501) 618-8600: CA 848019 - C10; LCO5911; ACO6055, Alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814: CT ELC.0184651-L5: DE 04-158; FAL-0001: FL EF20001345: GA 439701: HI 36390; IA AC-211: ID 015830, 022726-AA-4: IL 127001274: KY 338 (Louisville); LA F1162; F875; F1277, 61931: MA 12737A: MD 107-1828; 259: MI 5103423; 3601207680: MN TS001238: MS 19207-SC; 15024172: MT FPL-BEL-000132: NC 23471-SP-FA/LV; 1839-CSA, Alarm Systems Licensing Bd., 3101 Industrial Drive, Ste 104, Raleigh, NC 27609 (919)788-5320; NH 0424-C; NJ 1074485; 659423; Burglar Alarm Business Lic. # 34BX00022000; NM 374554: NV F400; F401; 0071024; 0084943; NY 12000293169, Licensed by NYS Dept. of State: OH 53-89-1512: OK 953: OR 161567: PA 032736: RI 9448A; TSC 4996; SCFAC3387; BAC5501: TN 1180; 1448; 1650, 1446; CE-D 65528: TX ACR2639; ECR1821; B02140: UT 5704068-6501: VA 2705087235A, 11-5481: WA STANLCS925MZ: WV 045298: WI 969322: WY LV-G-23879.

NEW EQUIPMENT TO BE INSTALLED
(2) SENSOR PROBES TEMPLS
(2) GLYCERIN BOTTLES -TEMPGB
(1 LOT) 22/2 CABLE
(1) ENVIRONMENT CONTROLLER UNIT -EA400
(1) FLEXIP SONITROL PANEL + KEYPAD
(1) CRADLE POINT AND POWER HUB

STANLEY SECURITY WILL INSTALL, PROGRAM AND COMMISSION TEMPERATURE SENSORS

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(Advanced Service Options)

In addition to the equipment and services provided for above, the following advanced service recommendations are offered and available as an additional measure of security. By selecting an option(s) below and executing this page, you are agreeing to the provision of such services pursuant to the same terms and conditions set forth above and at the prices listed herein.

****Please check with your consultant for additional service options.**

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Investment Type: Direct Sale

Pricing and Deposit Terms

The term of this Schedule is for a period of 60 Monthsfrom the date hereof and shall thereafter renew as set forth in the Agreement to which this Schedule of Service and Protection ("SOSP") is a Schedule ("the Agreement").

Transaction Information: Add/Upgrade
Warranty Duration:
Escalation Information: 0% after 12 Months

Total Installation Price*:	$0.00USD
Up-front Deposit*:	$0.00
Payment Plan*: Balance Due Upon Completion*:	$0.00

Customer agrees that SCSS retains a security interest in the equipment until the full purchase price is paid.

The quantities and prices reflected in this SOSP are based upon the estimated number of components specified in blueprints, site surveys, and/or other information provided by Customer and the options selected by Customer. The equipment and scope above are expected to cover the cost of installation as quoted herein. Subject to the terms of the Agreement, SCSS reserves the right to submit Change Orders and to recover any additional costs not previously quoted. Such costs include but are not limited to, for example, additional costs that arise as a result of 1) any change to the scope of work or equipment stated in this SOSP; 2) extensions of time outside of SCSS's direct control; 3) changes in architecture, including IT infrastructure, that were not anticipated in this SOSP; 4) the undisclosed presence of asbestos and/or other environmental, health, and/or safety hazards; and/or 5) any faulty non-SCSS equipment that impacts the performance of the solution proposed by SCSS.

Unless expressly agreed otherwise in the Agreement, SCSS shall have the right to submit invoices for progress payments based on percentage work completed.

Monthly Service Charges	
*Total Monthly Fee**:	*$98.29USD*
Payment Frequency:	*Annual*

Prices do not include taxes*

STANLEY Convergent Security Solutions, Inc.	Customer: LA MIRADA ELEMENTARY SCHOOL - SAN YSIDRO ELEMENTARY SCHOOL DISTRI

Sam Hicks

Security Representative
Security Consultant

Security Representative Title

STANLEY Authorized Manager (Sign)

STANLEY Authorized Manager (Print)

Customer (Sign)

Customer (Print)

Title

Not Binding on SCSS without either Authorized Management Approval Signature or SCSS Begins the Installation or Services.

Account Payment Settings:

PO Required by customer:

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Billing Addresses:	Installation Invoices	Recurring Services Invoices	Time & Material Invoices
Street Address:	4350 OTAY MESA RD	4350 OTAY MESA RD	4350 OTAY MESA RD
City	SAN YSIDRO	SAN YSIDRO	SAN YSIDRO
State/Province	CA	CA	CA
Country	United States	United States	United States
Zip/Postal Code	92173-1617	92173-1617	92173-1617
Attention			
Billing Contact			
Billing Phone	6194284476	6194284476	6194284476
Billing ID			
Special Handling Required	N	N	N
Notes for Special Handling			
PO #			

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SONITROL
VERIFIED ELECTRONIC SECURITY

SONITROL *$10,000 LIMITED PERFORMANCE WARRANTY*

As an Addendum to the Agreement between Stanley Convergent Security Solutions Inc. ("SCSS") and the customer ("Customer"), it is agreed:

1. **Warranty**. Beginning after seven (7) consecutive days from installation and operation in Customer's premises of Sonitrol security devices and equipment, approved by the Sonitrol Warranty Council, SCSS warrants to Customer that said Sonitrol security devices and equipment which are monitored by a Sonitrol monitoring center (the "Sonitrol Security System") will detect and the monitoring center will report to the proper authority any burglary by forcible intrusion into the interior areas of the Customer 's building actually protected by the Sonitrol Security System (the "Protected Building"). In the event the Customer's communication line (telephone or IP connectivity) is inoperative during the time of burglary by forcible intrusion, then in lieu of the above warranty, SCSS warrants to Customer that if properly activated by Customer, any bell or other audio alarm device that is part of the Sonitrol Security System at the Protected Building will sound upon any burglary by forcible intrusion into the Protected Building. The Warranty set forth above shall be subject to and conditioned upon all terms contained in the Agreement and this Addendum.

2. **Scope of Warranty**. This Warranty is operative only in the event of loss or damage to Covered Goods (defined below) due to a burglary by forcible intrusion into the Protected Building which is undetected or unreported by the Sonitrol Security System, if said burglary occurs at a time the Sonitrol Security System has been properly activated by the Customer and at a time the Protected Building is not open for business or, if the Protected Building is a single family residence, at a time the Protected Building is not occupied by Customer or other authorized occupant ("Covered Event"). Covered Goods shall mean the Customer's own inventory, furnishings, fixtures or equipment, or if the Protected Building is a single family residence, the Customer's own tangible personal property and fixtures. It is further understood and agreed that this Warranty is not intended to enhance, negate or in any way modify any manufacturer's warranty between the Customer and the manufacturers of the various devices or equipment used in the Sonitrol Security System and any such rights, limitations and responsibilities remain solely between those parties.

3. **Exclusions.** This Warranty does not extend to, and SCSS or its agent shall have no liability for the following: (a) loss or damage to property resulting from vandalism, malicious mischief, exterior building damage from point of entry, casualty or other events not a Covered Event; (b) loss or damage to cash, coins, negotiable instruments, gold or silver ingots or bars, manuscripts, books of account or other records, intangibles, stamps or other collectibles. or other property not covered Goods; (c) if the Protected Building is other than a single family residence, loss or damage to Covered Goods contained in show or display windows resulting from forced intrusion from smashing or cutting such windows; (d) loss or damage which occurs at a time when the Protected Building is open for business (or, if the Protected Building is a single family residence, at a time when the Protected Building is occupied by a Customer or other authorized occupant), or at a time when the Sonitrol Security System has not been properly activated by the Customer or operated in accordance with the instructions given to Customer, or at a time when Sonitrol Security System is inoperative due to strikes, riots, floods, fire, earthquake, general utility service interruption or any other cause beyond the control of SCSS: (e) loss or damage occurring during a period of time that the Customer has been previously notified by SCSS or its agent that the Sonitrol Security System would be inoperative; (f) loss or damage that occurs by reason of entry to the Protected Building via an unsecured or unlocked point of access, including but not limited to unlocked doors or windows; or (g) toss or damage occurring in premises or a location other than the Protected Building, such as satellite buildings, garages, utility rooms, sheds, boiler rooms, rooms added on, or any other premises not actually protected by the Sonitrol Security System.

4. **Maximum Liability**. The maximum liability under this Warranty shall be Ten Thousand Dollars ($10,000) for the entire Protected Building regardless of the number of Sonitrol Security Systems used within the Protected Building. If Covered Goods are lost or damaged as a result of a Covered Event, SCSS or its agent may, at its option, elect (a) to replace the lost or damaged Covered Goods with goods of equivalent function and value; (b) to pay the loss in cash to Customer; or (c) to arrange for the repair or restoration of damaged Covered Goods. In the event payment of cash is selected, the amount to be paid shall be the lesser of Actual Cash Value (replacement cost less depreciation), the wholesale purchase price, or the actual cost to Customer without regard to profit markup of lost or damaged Covered Goods. The maximum amount to be paid for lost or damaged Covered Goods which are jewelry is Fifty Dollars ($50.00) per item of jewelry.

5. **Conditions to Warranty.** This Warranty, and any liability hereunder, is contingent upon the happening of the following conditions: (a) the activation and operation of the Sonitrol Security System by Customer in strict accordance with the instructions delivered to Customer; and (b) any Covered Event must be promptly reported by Customer to the police authorities and to SCSS, and within seven (7) days after a Covered Event, Customer shall submit to SCSS or its agent a complete and detailed inventory of all Covered Goods which have been lost or damaged, specifying the Customer's original cost of each item, and any other information deemed necessary or desirable regarding such goods.

6. **Termination.** SCSS or its agent may terminate or amend this Warranty at any time upon ten (10) days prior written notice to Customer. This Warranty is for the exclusive benefit of and is personal to Customer and shall not inure to the benefit of any party (including insurers) other than Customer.

7. **Waiver of Subrogation.** For the benefit of SCSS or its agent, Customer hereby waives any rights of subrogation against SCSS that any insurer of Customer may have provided, however, that if this waiver shall cause the applicable insurance coverage of Customer if any, to be invalidated, this waiver shall be void and of no effect.

8. **Effect on Agreement.** Nothing in this addendum, unless specifically stated otherwise, shall modify or supersede the terms of the principal Agreement. All of the limitations of liability in the Agreement remain in full force and effect, except to the extent this Limited Warranty applies to a Covered Event occurring while the Agreement and this Limited Warranty is in effect. It is specifically understood that the Distributors Council Inc. is not a party to this Addendum.

THIS LIMITED WARRANTY IS EXPRESSLY MADE IN LIEU OF ANY AND ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Schedule of Service and Protection

(Equipment & Services)

STANLEY CONVERGENT SECURITY SOLUTIONS, INC. ("SCSS") AND OCEANVIEW HILLS SCHOOL - SAN YSIDRO SCHOOL DISTRICT ("CUSTOMER") AGREE ON THIS 20TH DAY OF JANUARY, 2021, THAT SCSS SHALL PROVIDE THE SERVICES DESCRIBED BELOW AT 4919 DEL SOL BLVD, SAN DIEGO, CA 92154-8488. ALL WORK, EQUIPMENT, AND SERVICES ARE SUBJECT TO THE DETAILS SET FORTH HEREIN AND TO THE TERMS AND CONDITIONS OF THE FOLLOWING AGREEMENT(S) BETWEEN THE PARTIES, IN ORDER OF PRECEDENCE: 1) ANY CURRENT MASTER AGREEMENT; AND/OR 2) ANY CURRENT AGREEMENT DIRECTLY RELATED TO THE SITE. IF SUCH AGREEMENT(S) ARE NOT IN EFFECT, ARE INAPPLICABLE, OR DO NOT CONTAIN MONITORING SERVICES TERMS AND CONDITIONS, ALL WORK, EQUIPMENT, AND SERVICES WILL BE SUBJECT TO THE TERMS AND CONDITIONS FOUND AT HTTPS://WWW.STANLEYSECURITYSOLUTIONS.COM/LEGAL. THIS SCHEDULE OF SERVICE AND PROTECTION, AND THE PRICES QUOTED HEREIN, SHALL EXPIRE IF NOT EXECUTED BY CUSTOMER WITHIN SIX (6) MONTHS OF THE QUOTE DATE LISTED BELOW, AFTER WHICH TIME SCSS MAY REVISE THE PRICING FOR THE EQUIPMENT AND/OR SERVICES SET FORTH HEREIN.

Solution: SAN YSIDRO SCHOOL DISTRICT - OCEAN VIEW - Temp Control
Opportunity Number: O-1747072
Quote: Q-186366
Quote Date: January 20, 2021
Investment Type: Direct Sale

System Information

System Type: Sonitrol - Verified Audio Intrusion
Primary System:
Secondary Systems:

Customer to Provide

120 vac Power Outlets, Access to Device Locations, All Patching & Painting,

Equipment

Quantity	Part Number	Description

Existing Equipment

Quantity	Asset Name	Asset Description

Services

Selected or Quantity	Service Name	Service Description
1.00	CRITICAL CONDITION MONITORING	TROUBLE OR SUPERVISORY SIGNAL SENT TO PNC INITIATED BY A DRY CONTACT ON CUSTOMER PROVIDED EQUIPMENT. PROVIDES MONITORING FOR CRITICAL CONDITIONS SUCH AS POWER LOSS, TEMPERATURE CHANGE, CARBON MONOXIDE DETECTION, WATER DETECTION, INDUSTRIAL PROCESSING, EQUIPMENT MALFUNCTION, ETC. UPON RECEIPT OF A SIGNAL, PNC WILL FOLLOW THE CUSTOMER PROVIDED RESPONSE PLAN. THE SERVICE INCLUDES 1-800 TOLL-FREE SIGNAL TRANSMISSION AND ESERVICES CORE EDITION.

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Services		
1.00	INTRUSION STANDARD SERVICE PLAN	Intrusion Standard Service Plan (MONDAY - FRIDAY, 8AM - 4PM) STANLEY STANDARD SERVICE PLAN COVERS LABOR AND EQUIPMENT COSTS DURING NORMAL BUSINESS HOURS. THE SERVICE PLAN CAN COVER ALL TYPES OF PROTECTION SYSTEMS INCLUDING INTRUSION ALARMS, FIRE ALARMS, CAMERA SYSTEMS AND ACCESS CONTROL SYSTEMS. THIS PLAN COVERS NORMAL WEAR AND TEAR, REPAIR OR REPLACEMENT. REPAIR OR REPLACEMENT OF EQUIPMENT DAMAGED BY THE CUSTOMER, ACTS OF GOD OR VANDALISM IS NOT COVERED. SERVICE LABOR RATES FOR AFTER HOURS WORK ARE NOT INCLUDED AND ARE BASED ON CURRENT STANLEY SERVICE LABOR RATE SCHEDULE. INCLUDES ACCESS TO THE STANLEY TAC (24X7).
1.00	TECHNICAL ASSISTANCE CENTER SUPPORT	PNC PROVIDES 24X7 TELEPHONE TECHNICAL SUPPORT. PNC TECHNICAL SPECIALISTS ARE AVAILABLE OVER THE TELEPHONE TO ASSIST CUSTOMERS WITH TROUBLESHOOTING, PANEL PROGRAMMING AND SYSTEM OPERATIONS ON MOST SYSTEM CONTROLS. THIS SERVICE IS PROVIDED ON MOST INTRUSION ALARMS, FIRE ALARMS AND CCTV DVR/VCR CONTROLS. PRICE PER LOCATION.

Equipment Notes

CUSTOMER TO PROVIDE

IP ADDRESS AS REQUIRED
POWER AS REQUIRED

Theory of Operation

STANLEY SECURITY WILL INSTALL AND INTEGRATE TEMPERATURE SENSORS INTO EXISTING SONITROL INTRUSION PANEL ALREADY ON SITE AT SAN YSIDRO OCEAN VIEW HILLS.

THERE IS ONE FRIDGE AND ONE FREEZER UNIT SITTING SIDE BY SIDE IN KITCHEN AREA. STANLEY WILL DRILL INTO EACH UNIT AND INSTALL A SENSOR PROBE, PROBES WILL BE INSTALLED INSIDE GLYCERIN BOTTLES TO MEASURE PRODUCT TEMPERATURES AND NOT JUST AIR. STANLEY WILL WORK WITH THE DISTRICT ON SENSOR CALIBRATION SETTINGS TO ENSURE REQUIREMENTS ARE BEING MET.

STANLEY WILL RUN 22/2 FROM UNITS TO DATA ROOM AND CONNECT TO THE EA400 CONTROLLER AND THEN CONNECT THE EA400 TO THE SONITROL CONTROL PANEL ACCOUNT 7877 LEM 7 OR 8

NEW EQUIPMENT

(2) SENSOR PROBES TEMPLS
(2) GLYCERIN BOTTLES -TEMPGB
(1 LOT) 22/2 CABLE
(1) ENVIRONMENT CONTROLLER UNIT -EA400

STANLEY SECURITY WILL INSTALL, PROGRAM AND COMMISSION TEMPERATURE SENSORS

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(Advanced Service Options)

In addition to the equipment and services provided for above, the following advanced service recommendations are offered and available as an additional measure of security. By selecting an option(s) below and executing this page, you are agreeing to the provision of such services pursuant to the same terms and conditions set forth above and at the prices listed herein.

****Please check with your consultant for additional service options.**

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Investment Type: Direct Sale

Pricing and Deposit Terms

The term of this Schedule is for a period of 60 Monthsfrom the date hereof and shall thereafter renew as set forth in the Agreement to which this Schedule of Service and Protection ("SOSP") is a Schedule ("the Agreement").

Transaction Information: Add/Upgrade
Warranty Duration:
Escalation Information: 0% after 12 Months

Customer agrees that SCSS retains a security interest in the equipment until the full purchase price is paid.

The quantities and prices reflected in this SOSP are based upon the estimated number of components specified in blueprints, site surveys, and/or other information provided by Customer and the options selected by Customer. The equipment and scope above are expected to cover the cost of installation as quoted herein. Subject to the terms of the Agreement, SCSS reserves the right to submit Change Orders and to recover any additional costs not previously quoted. Such costs include but are not limited to, for example, additional costs that arise as a result of 1) any change to the scope of work or equipment stated in this SOSP; 2) extensions of time outside of SCSS's direct control; 3) changes in architecture, including IT infrastructure, that were not anticipated in this SOSP; 4) the undisclosed presence of asbestos and/or other environmental, health, and/or safety hazards; and/or 5) any faulty non-SCSS equipment that impacts the performance of the solution proposed by SCSS.

Unless expressly agreed otherwise in the Agreement, SCSS shall have the right to submit invoices for progress payments based on percentage work completed.

Total Installation Price*:	$0.00USD
Up-front Deposit*:	$0.00
Payment Plan*:	
Balance Due Upon Completion*:	$0.00

Monthly Service Charges

Total Monthly Fee:*	*$50.00USD*
Payment Frequency:	*Annual*

Prices do not include taxes

STANLEY Convergent Security Solutions, Inc. | Customer: OCEANVIEW HILLS SCHOOL - SAN YSIDRO SCHOOL DISTRICT

Sam Hicks

Security Representative
Security Consultant

Security Representative Title

STANLEY Authorized Manager (Sign)

STANLEY Authorized Manager (Print)

Customer (Sign)

Customer (Print)

Title

Not Binding on SCSS without either Authorized Management Approval Signature or SCSS Begins the Installation or Services.

Account Payment Settings:

PO Required by customer:

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Billing Addresses:	Installation Invoices	Recurring Services Invoices	Time & Material Invoices
Street Address:	4350 OTAY MESA RD	4350 OTAY MESA RD	4350 OTAY MESA RD
City	SAN YSIDRO	SAN YSIDRO	SAN YSIDRO
State/Province	CA	CA	CA
Country	United States	United States	United States
Zip/Postal Code	92173-1617	92173-1617	92173-1617
Attention			
Billing Contact			
Billing Phone	6194284476	6194284476	6194284476
Billing ID			
Special Handling Required	N	N	N
Notes for Special Handling			
PO #			

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Schedule of Service and Protection

(Equipment & Services)

STANLEY CONVERGENT SECURITY SOLUTIONS, INC. ("SCSS") AND VISTA DEL MAR SCHOOL - SAN YSIDRO SCHOOL DISTRICT - . ("CUSTOMER") AGREE ON THIS 20TH DAY OF JANUARY, 2021, THAT SCSS SHALL PROVIDE THE SERVICES DESCRIBED BELOW AT 4885 DEL SOL BLVD, SAN DIEGO, CA 92154-8401. ALL WORK, EQUIPMENT, AND SERVICES ARE SUBJECT TO THE DETAILS SET FORTH HEREIN AND TO THE TERMS AND CONDITIONS OF THE FOLLOWING AGREEMENT(S) BETWEEN THE PARTIES, IN ORDER OF PRECEDENCE: 1) ANY CURRENT MASTER AGREEMENT; AND/OR 2) ANY CURRENT AGREEMENT DIRECTLY RELATED TO THE SITE. IF SUCH AGREEMENT(S) ARE NOT IN EFFECT, ARE INAPPLICABLE, OR DO NOT CONTAIN MONITORING SERVICES TERMS AND CONDITIONS, ALL WORK, EQUIPMENT, AND SERVICES WILL BE SUBJECT TO THE TERMS AND CONDITIONS FOUND AT HTTPS://WWW.STANLEYSECURITYSOLUTIONS.COM/LEGAL. THIS SCHEDULE OF SERVICE AND PROTECTION, AND THE PRICES QUOTED HEREIN, SHALL EXPIRE IF NOT EXECUTED BY CUSTOMER WITHIN SIX (6) MONTHS OF THE QUOTE DATE LISTED BELOW, AFTER WHICH TIME SCSS MAY REVISE THE PRICING FOR THE EQUIPMENT AND/OR SERVICES SET FORTH HEREIN.

Solution: SAN YSIDRO SCHOOL DISTRICT - VISTA DEL MAR
Opportunity Number: O-1747075
Quote: Q-186369
Quote Date: January 20, 2021
Investment Type: Direct Sale

System Information

System Type: Sonitrol - Verified Audio Intrusion
Primary System:
Secondary Systems:

Customer to Provide

120 vac Power Outlets, Access to Device Locations, All Patching & Painting,

Equipment

Quantity	Part Number	Description

Existing Equipment

Quantity	Asset Name	Asset Description

Services

Selected or Quantity	Service Name	Service Description
1.00	CRITICAL CONDITION MONITORING	TROUBLE OR SUPERVISORY SIGNAL SENT TO PNC INITIATED BY A DRY CONTACT ON CUSTOMER PROVIDED EQUIPMENT. PROVIDES MONITORING FOR CRITICAL CONDITIONS SUCH AS POWER LOSS, TEMPERATURE CHANGE, CARBON MONOXIDE DETECTION, WATER DETECTION, INDUSTRIAL PROCESSING, EQUIPMENT MALFUNCTION, ETC. UPON RECEIPT OF A SIGNAL, PNC WILL FOLLOW THE CUSTOMER PROVIDED RESPONSE PLAN. THE SERVICE INCLUDES 1-800 TOLL-FREE SIGNAL TRANSMISSION AND ESERVICES CORE EDITION.

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Services		
1.00	INTRUSION STANDARD SERVICE PLAN	Intrusion Standard Service Plan (MONDAY - FRIDAY, 8AM - 4PM) STANLEY STANDARD SERVICE PLAN COVERS LABOR AND EQUIPMENT COSTS DURING NORMAL BUSINESS HOURS. THE SERVICE PLAN CAN COVER ALL TYPES OF PROTECTION SYSTEMS INCLUDING INTRUSION ALARMS, FIRE ALARMS, CAMERA SYSTEMS AND ACCESS CONTROL SYSTEMS. THIS PLAN COVERS NORMAL WEAR AND TEAR, REPAIR OR REPLACEMENT. REPAIR OR REPLACEMENT OF EQUIPMENT DAMAGED BY THE CUSTOMER, ACTS OF GOD OR VANDALISM IS NOT COVERED. SERVICE LABOR RATES FOR AFTER HOURS WORK ARE NOT INCLUDED AND ARE BASED ON CURRENT STANLEY SERVICE LABOR RATE SCHEDULE. INCLUDES ACCESS TO THE STANLEY TAC (24X7).
1.00	TECHNICAL ASSISTANCE CENTER SUPPORT	PNC PROVIDES 24X7 TELEPHONE TECHNICAL SUPPORT. PNC TECHNICAL SPECIALISTS ARE AVAILABLE OVER THE TELEPHONE TO ASSIST CUSTOMERS WITH TROUBLESHOOTING, PANEL PROGRAMMING AND SYSTEM OPERATIONS ON MOST SYSTEM CONTROLS. THIS SERVICE IS PROVIDED ON MOST INTRUSION ALARMS, FIRE ALARMS AND CCTV DVR/VCR CONTROLS. PRICE PER LOCATION.

Equipment Notes

CUSTOMER TO PROVIDE

IP ADDRESS AS REQUIRED
POWER AS REQUIRED

Theory of Operation

STANLEY SECURITY WILL BE INSTALLING AND INTEGRATING TEMPERATURE SENSORS INTO EXISTING SONITROL INTRUSION PANEL ALREADY ON SITE AT SAN YSIDRO VISTA DEL MAR

THERE IS ONE PORTABLE FRIDGE AND ONE PORTABLE FREEZER UNIT SITTING IN KITCHEN AREA. STANLEY WILL DRILL INTO THE UNIT AND INSTALL A SENSOR PROBE, PROBE WILL BE INSTALLED INSIDE A GLYCERIN BOTTLE TO MEASURE PRODUCT TEMPERATURES AND NOT JUST AIR.

THE PROBE WILL THEN BE CONNECTED TO A WIRELESS MULTI-FUNTION SENSOR THAT WILL THEN TRANSMIT FROM UNITS TO DATA ROOM AND CONNECT TO THE EA800 CONTROLLER AND THEN CONNECT TO THE SONITROL CONTROL PANEL ACCOUNT 835

(2) SENSOR PROBES TEMPLS
(2) GLYCERIN BOTTLES -TEMPGB
(1) ENVIRONMENT CONTROLLER UNIT -EA800
(2) WIRELESS MULTI-FUNTION SENSORS

STANLEY SECURITY WILL INSTALL, PROGRAM AND COMMISSION TEMPERATURE SENSORS

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Investment Type: Direct Sale

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Warranty Duration:
Escalation Information: 0% after 12 Months

Total Installation Price*:	$0.00USD
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Payment Plan*: Balance Due Upon Completion*:	$0.00

Customer agrees that SCSS retains a security interest in the equipment until the full purchase price is paid.

The quantities and prices reflected in this SOSP are based upon the estimated number of components specified in blueprints, site surveys, and/or other information provided by Customer and the options selected by Customer. The equipment and scope above are expected to cover the cost of installation as quoted herein. Subject to the terms of the Agreement, SCSS reserves the right to submit Change Orders and to recover any additional costs not previously quoted. Such costs include but are not limited to, for example, additional costs that arise as a result of 1) any change to the scope of work or equipment stated in this SOSP; 2) extensions of time outside of SCSS's direct control; 3) changes in architecture, including IT infrastructure, that were not anticipated in this SOSP; 4) the undisclosed presence of asbestos and/or other environmental, health, and/or safety hazards; and/or 5) any faulty non-SCSS equipment that impacts the performance of the solution proposed by SCSS.

Unless expressly agreed otherwise in the Agreement, SCSS shall have the right to submit invoices for progress payments based on percentage work completed.

Monthly Service Charges	
Total Monthly Fee:*	*$50.00USD*
Payment Frequency:	*Annual*

Prices do not include taxes

STANLEY Convergent Security Solutions, Inc.

Customer: VISTA DEL MAR SCHOOL - SAN YSIDRO SCHOOL DISTRICT - .

Sam Hicks

Security Representative
Security Consultant

Security Representative Title

Customer (Sign)

Customer (Print)

STANLEY Authorized Manager (Sign)

Title

STANLEY Authorized Manager (Print)

Not Binding on SCSS without either Authorized Management Approval Signature or SCSS Begins the Installation or Services.

Account Payment Settings:

PO Required by customer:

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Billing Addresses:	Installation Invoices	Recurring Services Invoices	Time & Material Invoices
Street Address:	4350 OTAY MESA RD	4350 OTAY MESA RD	4350 OTAY MESA RD
City	SAN YSIDRO	SAN YSIDRO	SAN YSIDRO
State/Province	CA	CA	CA
Country	United States	United States	United States
Zip/Postal Code	92173-1617	92173-1617	92173-1617
Attention			
Billing Contact			
Billing Phone	6194284476	6194284476	6194284476
Billing ID			
Special Handling Required	N	N	N
Notes for Special Handling			
PO #			

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SONITROL
VERIFIED ELECTRONIC SECURITY

SONITROL *$10,000 LIMITED PERFORMANCE WARRANTY*

As an Addendum to the Agreement between Stanley Convergent Security Solutions Inc. ("SCSS") and the customer ("Customer"), it is agreed:

1. **Warranty**. Beginning after seven (7) consecutive days from installation and operation in Customer's premises of Sonitrol security devices and equipment, approved by the Sonitrol Warranty Council, SCSS warrants to Customer that said Sonitrol security devices and equipment which are monitored by a Sonitrol monitoring center (the "Sonitrol Security System") will detect and the monitoring center will report to the proper authority any burglary by forcible intrusion into the interior areas of the Customer 's building actually protected by the Sonitrol Security System (the "Protected Building"). In the event the Customer's communication line (telephone or IP connectivity) is inoperative during the time of burglary by forcible intrusion, then in lieu of the above warranty, SCSS warrants to Customer that if properly activated by Customer, any bell or other audio alarm device that is part of the Sonitrol Security System at the Protected Building will sound upon any burglary by forcible intrusion into the Protected Building. The Warranty set forth above shall be subject to and conditioned upon all terms contained in the Agreement and this Addendum.

2. **Scope of Warranty**. This Warranty is operative only in the event of loss or damage to Covered Goods (defined below) due to a burglary by forcible intrusion into the Protected Building which is undetected or unreported by the Sonitrol Security System, if said burglary occurs at a time the Sonitrol Security System has been properly activated by the Customer and at a time the Protected Building is not open for business or, if the Protected Building is a single family residence, at a time the Protected Building is not occupied by Customer or other authorized occupant ("Covered Event"). Covered Goods shall mean the Customer's own inventory, furnishings, fixtures or equipment, or if the Protected Building is a single family residence, the Customer's own tangible personal property and fixtures. It is further understood and agreed that this Warranty is not intended to enhance, negate or in any way modify any manufacturer's warranty between the Customer and the manufacturers of the various devices or equipment used in the Sonitrol Security System and any such rights, limitations and responsibilities remain solely between those parties.

3. **Exclusions.** This Warranty does not extend to, and SCSS or its agent shall have no liability for the following: (a) loss or damage to property resulting from vandalism, malicious mischief, exterior building damage from point of entry, casualty or other events not a Covered Event; (b) loss or damage to cash, coins, negotiable instruments, gold or silver ingots or bars, manuscripts, books of account or other records, intangibles, stamps or other collectibles. or other property not covered Goods; (c) if the Protected Building is other than a single family residence, loss or damage to Covered Goods contained in show or display windows resulting from forced intrusion from smashing or cutting such windows; (d) loss or damage which occurs at a time when the Protected Building is open for business (or, if the Protected Building is a single family residence, at a time when the Protected Building is occupied by a Customer or other authorized occupant), or at a time when the Sonitrol Security System has not been properly activated by the Customer or operated in accordance with the instructions given to Customer, or at a time when Sonitrol Security System is inoperative due to strikes, riots, floods, fire, earthquake, general utility service interruption or any other cause beyond the control of SCSS: (e) loss or damage occurring during a period of time that the Customer has been previously notified by SCSS or its agent that the Sonitrol Security System would be inoperative; (f) loss or damage that occurs by reason of entry to the Protected Building via an unsecured or unlocked point of access, including but not limited to unlocked doors or windows; or (g) toss or damage occurring in premises or a location other than the Protected Building, such as satellite buildings, garages, utility rooms, sheds, boiler rooms, rooms added on, or any other premises not actually protected by the Sonitrol Security System.

4. **Maximum Liability**. The maximum liability under this Warranty shall be Ten Thousand Dollars ($10,000) for the entire Protected Building regardless of the number of Sonitrol Security Systems used within the Protected Building. If Covered Goods are lost or damaged as a result of a Covered Event, SCSS or its agent may, at its option, elect (a) to replace the lost or damaged Covered Goods with goods of equivalent function and value; (b) to pay the loss in cash to Customer; or (c) to arrange for the repair or restoration of damaged Covered Goods. In the event payment of cash is selected, the amount to be paid shall be the lesser of Actual Cash Value (replacement cost less depreciation), the wholesale purchase price, or the actual cost to Customer without regard to profit markup of lost or damaged Covered Goods. The maximum amount to be paid for lost or damaged Covered Goods which are jewelry is Fifty Dollars ($50.00) per item of jewelry.

5. **Conditions to Warranty.** This Warranty, and any liability hereunder, is contingent upon the happening of the following conditions: (a) the activation and operation of the Sonitrol Security System by Customer in strict accordance with the instructions delivered to Customer; and (b) any Covered Event must be promptly reported by Customer to the police authorities and to SCSS, and within seven (7) days after a Covered Event, Customer shall submit to SCSS or its agent a complete and detailed inventory of all Covered Goods which have been lost or damaged, specifying the Customer's original cost of each item, and any other information deemed necessary or desirable regarding such goods.

6. **Termination.** SCSS or its agent may terminate or amend this Warranty at any time upon ten (10) days prior written notice to Customer. This Warranty is for the exclusive benefit of and is personal to Customer and shall not inure to the benefit of any party (including insurers) other than Customer.

7. **Waiver of Subrogation.** For the benefit of SCSS or its agent, Customer hereby waives any rights of subrogation against SCSS that any insurer of Customer may have provided, however, that if this waiver shall cause the applicable insurance coverage of Customer if any, to be invalidated, this waiver shall be void and of no effect.

8. **Effect on Agreement.** Nothing in this addendum, unless specifically stated otherwise, shall modify or supersede the terms of the principal Agreement. All of the limitations of liability in the Agreement remain in full force and effect, except to the extent this Limited Warranty applies to a Covered Event occurring while the Agreement and this Limited Warranty is in effect. It is specifically understood that the Distributors Council Inc. is not a party to this Addendum.

THIS LIMITED WARRANTY IS EXPRESSLY MADE IN LIEU OF ANY AND ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Schedule of Service and Protection

(Equipment & Services)

STANLEY CONVERGENT SECURITY SOLUTIONS, INC. ("SCSS") AND WILLOW ELEMENTARY SCHOOL - SAN YSIDRO ELEMENTARY SCHOOL DISTRI ("CUSTOMER") AGREE ON THIS 20TH DAY OF JANUARY, 2021, THAT SCSS SHALL PROVIDE THE SERVICES DESCRIBED BELOW AT 226 WILLOW RD, SAN YSIDRO, CA 92173-3008. ALL WORK, EQUIPMENT, AND SERVICES ARE SUBJECT TO THE DETAILS SET FORTH HEREIN AND TO THE TERMS AND CONDITIONS OF THE FOLLOWING AGREEMENT(S) BETWEEN THE PARTIES, IN ORDER OF PRECEDENCE: 1) ANY CURRENT MASTER AGREEMENT; AND/OR 2) ANY CURRENT AGREEMENT DIRECTLY RELATED TO THE SITE. IF SUCH AGREEMENT(S) ARE NOT IN EFFECT, ARE INAPPLICABLE, OR DO NOT CONTAIN MONITORING SERVICES TERMS AND CONDITIONS, ALL WORK, EQUIPMENT, AND SERVICES WILL BE SUBJECT TO THE TERMS AND CONDITIONS FOUND AT HTTPS://WWW.STANLEYSECURITYSOLUTIONS.COM/LEGAL. THIS SCHEDULE OF SERVICE AND PROTECTION, AND THE PRICES QUOTED HEREIN, SHALL EXPIRE IF NOT EXECUTED BY CUSTOMER WITHIN SIX (6) MONTHS OF THE QUOTE DATE LISTED BELOW, AFTER WHICH TIME SCSS MAY REVISE THE PRICING FOR THE EQUIPMENT AND/OR SERVICES SET FORTH HEREIN.

Solution: SAN YSIDRO SCHOOL DISTRICT - WILLOW ELEMENTARY - TEMP CONTROL
Opportunity Number: O-1747510
Quote: Q-186497
Quote Date: January 20, 2021
Investment Type: Direct Sale

System Information

System Type: Sonitrol - Verified Audio Intrusion
Primary System:
Secondary Systems:

Customer to Provide

120 vac Power Outlets, Access to Device Locations, All Patching & Painting,

Equipment

Quantity	Part Number	Description

Existing Equipment

Quantity	Asset Name	Asset Description

Services

Selected or Quantity	Service Name	Service Description
1.00	CRITICAL CONDITION MONITORING	TROUBLE OR SUPERVISORY SIGNAL SENT TO PNC INITIATED BY A DRY CONTACT ON CUSTOMER PROVIDED EQUIPMENT. PROVIDES MONITORING FOR CRITICAL CONDITIONS SUCH AS POWER LOSS, TEMPERATURE CHANGE, CARBON MONOXIDE DETECTION, WATER DETECTION, INDUSTRIAL PROCESSING, EQUIPMENT MALFUNCTION, ETC. UPON RECEIPT OF A SIGNAL, PNC WILL FOLLOW THE CUSTOMER PROVIDED RESPONSE PLAN. THE SERVICE INCLUDES 1-800 TOLL-FREE SIGNAL TRANSMISSION AND ESERVICES CORE EDITION.

STANLEY Convergent Security Solutions, Inc. License Information (as of 7-17-2020): AK 1003300; 104891: AL 888, 1278, 1322, 1472, Complaints may be directed to Alabama Electronic Security Board of Licensure, 7956 Vaughn Rd., Montgomery, AL 36116 (334) 264-9388; 48682: AZ ROC204975: AR 032977; CMPY.0001911, Regulated by Arkansas Bd of Private Investigators and Private Security Agencies, #1 State Police Plaza Dr, Little Rock, AR 72209 (501) 618-8600: CA 848019 - C10, LCO5911, ACO6055, Alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814: CT ELC.0184651-L5: DE 04-158; FAL-0001: FL EF20001345: GA 439701: HI 36390; IA AC-211: ID 015830; 022726-AA-4: IL 127001274: KY 338 (Louisville): LA F1162; F875; F1277; 61931: MA 12737A: MD 107-1828; 259: MI 5103423; 3601207680: MN TS001238: MS 19207-SC; 15024172: MT FPL-BEL-000132: NC 23471-SP-FA/LV; 1839-CSA, Alarm Systems Licensing Bd., 3101 Industrial Drive, Ste 104, Raleigh, NC 27609 (919)788-5320; NH 0424-C; NJ 1074485; 659423; Burglar Alarm Business Lic. # 34BX00022000; NM 374554: NV F400; F401; 0071024; 0084943, NY 12000293169, Licensed by NYS Dept. of State: OH 53-89-1512: OK 953: OR 161567: PA 032736: RI 9448A; TSC 4996; SCFAC3387; BAC5501: TN 1180; 1448; 1650; 1446; CE-D 65528: TX ACR2639; ECR1821; B02140: UT 5704068-6501: VA 2705087235A, 11-5481: WA STANLCS925MZ: WV 045298: WI 969322: WY LV-G-23879.

Services		
1.00	INTRUSION STANDARD SERVICE PLAN	Intrusion Standard Service Plan (MONDAY - FRIDAY, 8AM - 4PM) STANLEY STANDARD SERVICE PLAN COVERS LABOR AND EQUIPMENT COSTS DURING NORMAL BUSINESS HOURS. THE SERVICE PLAN CAN COVER ALL TYPES OF PROTECTION SYSTEMS INCLUDING INTRUSION ALARMS, FIRE ALARMS, CAMERA SYSTEMS AND ACCESS CONTROL SYSTEMS. THIS PLAN COVERS NORMAL WEAR AND TEAR, REPAIR OR REPLACEMENT. REPAIR OR REPLACEMENT OF EQUIPMENT DAMAGED BY THE CUSTOMER, ACTS OF GOD OR VANDALISM IS NOT COVERED. SERVICE LABOR RATES FOR AFTER HOURS WORK ARE NOT INCLUDED AND ARE BASED ON CURRENT STANLEY SERVICE LABOR RATE SCHEDULE. INCLUDES ACCESS TO THE STANLEY TAC (24X7).
1.00	TECHNICAL ASSISTANCE CENTER SUPPORT	PNC PROVIDES 24X7 TELEPHONE TECHNICAL SUPPORT. PNC TECHNICAL SPECIALISTS ARE AVAILABLE OVER THE TELEPHONE TO ASSIST CUSTOMERS WITH TROUBLESHOOTING, PANEL PROGRAMMING AND SYSTEM OPERATIONS ON MOST SYSTEM CONTROLS. THIS SERVICE IS PROVIDED ON MOST INTRUSION ALARMS, FIRE ALARMS AND CCTV DVR/VCR CONTROLS. PRICE PER LOCATION.

Equipment Notes

CUSTOMER TO PROVIDE

IP ADDRESS AS REQUIRED
POWER AS REQUIRED

Theory of Operation

STANLEY SECURITY WILL INSTALL AND INTEGRATE TEMPERATURE SENSORS INTO EXISTING SONITROL INTRUSION PANEL ALREADY ON SITE AT SAN YSIDRO WILLOW SCHOOL.

THERE IS ONE FRIDGE AND ONE FREEZER UNIT SITTING SIDE BY SIDE IN KITCHEN AREA. STANLEY WILL DRILL INTO EACH UNIT AND INSTALL A SENSOR PROBE, PROBES WILL BE INSTALLED INSIDE GLYCERIN BOTTLES TO MEASURE PRODUCT TEMPERATURES AND NOT JUST AIR. STANLEY WILL WORK WITH THE DISTRICT ON SENSOR CALIBRATION SETTINGS TO ENSURE REQUIREMENTS ARE BEING MET.

STANLEY WILL RUN 22/2 FROM UNITS TO DATA ROOM AND CONNECT TO THE EA400 CONTROLLER AND THEN CONNECT THE EA400 TO THE SONITROL CONTROL PANEL INSTALLER WILL RECEIVE LEM FROM OPERATIONS. (EXISTING ACCOUNT NUMBER 7481)

NEW EQUIPMENT

(2) SENSOR PROBES TEMPLS
(2) GLYCERIN BOTTLES -TEMPGB
(1 LOT) 22/2 CABLE
(1) ENVIRONMENT CONTROLLER UNIT -EA400

STANLEY SECURITY WILL INSTALL, PROGRAM AND COMMISSION TEMPERATURE SENSORS

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(Advanced Service Options)

In addition to the equipment and services provided for above, the following advanced service recommendations are offered and available as an additional measure of security. By selecting an option(s) below and executing this page, you are agreeing to the provision of such services pursuant to the same terms and conditions set forth above and at the prices listed herein.

****Please check with your consultant for additional service options.**

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Investment Type: Direct Sale

Pricing and Deposit Terms

The term of this Schedule is for a period of 60 Monthsfrom the date hereof and shall thereafter renew as set forth in the Agreement to which this Schedule of Service and Protection ("SOSP") is a Schedule ("the Agreement").

Transaction Information: Add/Upgrade
Warranty Duration:
Escalation Information: 0% after 12 Months

Total Installation Price*:	$0.00USD
Up-front Deposit*:	$0.00
Payment Plan*: Balance Due Upon Completion*:	$0.00

Customer agrees that SCSS retains a security interest in the equipment until the full purchase price is paid.

The quantities and prices reflected in this SOSP are based upon the estimated number of components specified in blueprints, site surveys, and/or other information provided by Customer and the options selected by Customer. The equipment and scope above are expected to cover the cost of installation as quoted herein. Subject to the terms of the Agreement, SCSS reserves the right to submit Change Orders and to recover any additional costs not previously quoted. Such costs include but are not limited to, for example, additional costs that arise as a result of 1) any change to the scope of work or equipment stated in this SOSP; 2) extensions of time outside of SCSS's direct control; 3) changes in architecture, including IT infrastructure, that were not anticipated in this SOSP; 4) the undisclosed presence of asbestos and/or other environmental, health, and/or safety hazards; and/or 5) any faulty non-SCSS equipment that impacts the performance of the solution proposed by SCSS.

Unless expressly agreed otherwise in the Agreement, SCSS shall have the right to submit invoices for progress payments based on percentage work completed.

Monthly Service Charges

Total Monthly Fee:*	*$50.00USD*
Payment Frequency:	*Annual*

Prices do not include taxes

STANLEY Convergent Security Solutions, Inc.	Customer: WILLOW ELEMENTARY SCHOOL - SAN YSIDRO ELEMENTARY SCHOOL DISTRI

Sam Hicks

Security Representative
Security Consultant

Security Representative Title

STANLEY Authorized Manager (Sign)

STANLEY Authorized Manager (Print)

Customer (Sign)

Customer (Print)

Title

Not Binding on SCSS without either Authorized Management Approval Signature or SCSS Begins the Installation or Services.

Account Payment Settings:

PO Required by customer:

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Billing Addresses:	Installation Invoices	Recurring Services Invoices	Time & Material Invoices
Street Address:	4350 OTAY MESA RD	4350 OTAY MESA RD	4350 OTAY MESA RD
City	SAN YSIDRO	SAN YSIDRO	SAN YSIDRO
State/Province	CA	CA	CA
Country	United States	United States	United States
Zip/Postal Code	92173-1617	92173-1617	92173-1617
Attention			
Billing Contact			
Billing Phone	6194284476	6194284476	6194284476
Billing ID			
Special Handling Required	N	N	N
Notes for Special Handling			
PO #			

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SONITROL
VERIFIED ELECTRONIC SECURITY

SONITROL *$10,000 LIMITED PERFORMANCE WARRANTY*

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3. **Exclusions.** This Warranty does not extend to, and SCSS or its agent shall have no liability for the following: (a) loss or damage to property resulting from vandalism, malicious mischief, exterior building damage from point of entry, casualty or other events not a Covered Event; (b) loss or damage to cash, coins, negotiable instruments, gold or silver ingots or bars, manuscripts, books of account or other records, intangibles, stamps or other collectibles. or other property not covered Goods; (c) if the Protected Building is other than a single family residence, loss or damage to Covered Goods contained in show or display windows resulting from forced intrusion from smashing or cutting such windows; (d) loss or damage which occurs at a time when the Protected Building is open for business (or, if the Protected Building is a single family residence, at a time when the Protected Building is occupied by a Customer or other authorized occupant), or at a time when the Sonitrol Security System has not been properly activated by the Customer or operated in accordance with the instructions given to Customer, or at a time when Sonitrol Security System is inoperative due to strikes, riots, floods, fire, earthquake, general utility service interruption or any other cause beyond the control of SCSS: (e) loss or damage occurring during a period of time that the Customer has been previously notified by SCSS or its agent that the Sonitrol Security System would be inoperative; (f) loss or damage that occurs by reason of entry to the Protected Building via an unsecured or unlocked point of access, including but not limited to unlocked doors or windows; or (g) toss or damage occurring in premises or a location other than the Protected Building, such as satellite buildings, garages, utility rooms, sheds, boiler rooms, rooms added on, or any other premises not actually protected by the Sonitrol Security System.

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7. **Waiver of Subrogation.** For the benefit of SCSS or its agent, Customer hereby waives any rights of subrogation against SCSS that any insurer of Customer may have provided, however, that if this waiver shall cause the applicable insurance coverage of Customer if any, to be invalidated, this waiver shall be void and of no effect.

8. **Effect on Agreement.** Nothing in this addendum, unless specifically stated otherwise, shall modify or supersede the terms of the principal Agreement. All of the limitations of liability in the Agreement remain in full force and effect, except to the extent this Limited Warranty applies to a Covered Event occurring while the Agreement and this Limited Warranty is in effect. It is specifically understood that the Distributors Council Inc. is not a party to this Addendum.

THIS LIMITED WARRANTY IS EXPRESSLY MADE IN LIEU OF ANY AND ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: March 11, 2021

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH MARSAFETY COMPLIANCE SERVICES

BACKGROUND INFORMATION:
MarSafety Compliance Services provides training to employees who apply pesticides on an annual basis. The course is mandatory for certification of individuals that are pesticide handlers. The training helps to ensure that District staff have the knowledge of how to respond to any pest management related emergencies. The course also includes the Heat Illness Prevention and Hazard Communication training. Employees within the grounds department will partake in this 5.5 hour course. Term: March 12, 2021 to December 31, 2023.

Participants will learn the following:

- Routine and emergency decontamination exposures
- Appropriate safety equipment
- Environmental concerns
- Health hazards including chronic health effects
- Proper labeling of pesticide products

RECOMMENDATION:
Approve the agreement with MarSafety Compliance Services to provide a mandatory annual pesticide compliance course for staff at an annual fee of $900.00 from the Routine Restricted Maintenance fund.

LCAP GOAL AND ACTION/SERVICE (please indicate):

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

Financial Implications?	Are funds for this item available in the 2020-2021 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

$900.00	General Fund
(Amount)	(Name of funding source and/or location)

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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 12th day of March 2021, by and between the San Ysidro School District, hereinafter called the "District", and

MarSafety Compliance Services	(858) 292-6295
Company/Consultant	Telephone Number
P. O. Box 81566, San Diego, CA 92138	www.marsafety.com
Address	Website

hereinafter referred to as "Consultant."

1 SCOPE AND TERMS

1.1 SCOPE OF SERVICES

Scope of Services. In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the Consultant Services Documentation ("attached documents") attached hereto as ***Exhibit "A"*** and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the District entering into this Agreement, Consultant represents and warrants that Consultant is a provider of first class work and services and Consultant is experienced in performing the work and services contemplated herein and, in light of such status and experience, Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials shall be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

Compliance with Law. All services rendered hereunder shall be provided in accordance with any and all applicable ordinances, resolutions, statutes, rules, and regulations of the District, City and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered. Each and every provision required by law to be included in this Agreement shall be deemed to be included by this reference, and this Agreement shall be read and enforced as though they were included.

Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless District against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against District hereunder.

1.2 TERM

From: March 12, 2021 To: December 31, 2023

The Term of this Agreement as noted, unless earlier terminated as provided herein. The Parties may mutually agree to extend this term only by written amendment. Should the Parties agree to extend the term of this Agreement; the Agreement can only be extended on a year-to-year basis with written approval unless otherwise indicated in writing and in accordance with the law.

2 FEES AND PAYMENTS

2.1 FEES

District shall pay Consultant for the specified services as reflected on ***Exhibit A*** during this contract term.

2.2 PAYMENTS

Consultant shall submit to District an itemized invoice which indicates work completed by Consultant. District shall review each invoice and/or receipts submitted to determine that the work performed, and expenses incurred are in compliance with the provisions of this Agreement. District shall pay Consultant within 30-days of receipt of an acceptable invoice from Consultant.

3. ADDITIONAL SERVICES.

District shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work as described herein. No such extra work may be undertaken unless a written order is first given by the District Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval or ratification of the Contract Officer. However, any increase in compensation beyond the Contract Sum, for services beyond what is contemplated in the Contract, must be approved or ratified by the Board of Education in a signed writing prior to any payment. Additionally, any other increases, extensions or renewals must be approved in writing by the Board of Education. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefore unless specifically authorized pursuant to the terms of this section.

4 RESPONSIBLIITIES OF CONSULTANT

4.1 ORGANIZATION

Consultant shall assign a Company Contact as Project Manager. The Project manager shall not be removed from the Project or reassigned without the prior written consent of District, which consent shall not be unreasonably withheld. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the services required under this Agreement.

4.2 COORDINATION OF SERVICES

Consultant agrees to work closely with the District staff in the performance of Services and shall be available to the District staff, consultants and other staff at all reasonable times.

4.3 STANDARD OF CARE:

Consultant shall perform all Services under this Agreement in a skillful, competent and timely manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all of Consultant's employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Consultant further represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Any of Consultant's employees who are determined by District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any of Consultant's employees who fail or refuse to perform the Services in a manner acceptable to District, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

4.4 INDEPENDENT CONSULTANT & ADDITIONAL PERSONNEL

Consultant is retained as an independent consultant and is not an agent or employee of the District. No employee or agent of Consultant shall by this Agreement become an agent or employee of the District. The work to be performed shall be in accordance with the work described herein, subject to such direction and amendments from District as herein provided. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind District to any obligation whatsoever, except as specifically provided in writing by District. Any additional personnel

performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law.

4.5 LAWS AND REGULATIONS
Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Service. Consultant shall be liable for all violations of such laws and regulations in connection with Services.

4.6 MAINTENANCE OF ACCOUNTING RECORDS
Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of the District during normal business hours with reasonable notice to examine, audit and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five (5) years from the date of final payment under this Agreement.

4.7 INSURANCE – Consultant shall comply with the following insurance provisions, unless one or more paragraphs are specifically waived by the District in writing.

(1) Time for Compliance. Consultant shall not commence Services under this Agreement until it has provided evidence satisfactory to District that it has secured all insurance required under this Section. In addition, Consultant shall not allow any subconsultant or employee to commence work until it has provided evidence satisfactory to the District.

(2) Minimum Requirements and Limits. Consultant shall, at its expense, procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the consultant, its agents, representatives, and employees. Such insurance shall survive after this agreement as permitted by law.

MINIMUM SCOPE OF INSURANCE - Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, sexual misconduct 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 with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an **Additional Insured Endorsement** to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used). 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 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 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:	**MarSafety Compliance Services**	
Name:	Alicia Mariscal	
Title:	Trainer	
Address:	P. O.Box 81566	
City/State/Zip Code:	San Diego, Ca 81566	
Telephone:	(858) 292-6295	
Email:	alicia@marsafety.com	

DISTRICT:	**San Ysidro School District**	
Name:	Marilyn Adrianzen	Paulo Azevedo
Title:	Chief Business Official	Director, MOTF
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	Paulo.azevedo@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**
MarSafety Compliance Services	**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

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

"Compliance and Safety Through Education"

February 11, 2021

Messr. Director of Maintenance and
Daniel Camberos, Lead Gardener
San Ysidro School District
4350 Otay Mesa Road
San Diego, California 92173

Gentlemen:

MarSafety Compliance Services appreciates this opportunity to propose to provide the following professional training services to your maintenance personnel:

1. Update and implement a Pesticide Safety Training Program.
   Train pesticide handlers in General Pesticide Safety as required by Title 3 CCR § 6724 *(required for handlers annually).*
   Hazards of Pesticides; Routes by which pesticides enter the body; Emergency first aid for pesticide overexposure; How to obtain emergency medical care; Routine and emergency decontamination procedures including spill cleanup; Personal protective equipment; Safety requirements and procedures, including engineering controls; Handling, transportation, storing and disposing of pesticides; Environmental concerns; Warnings about taking pesticides home; Employee rights; Provide chemical-specific training (required annually and when new chemicals are introduced) which include product label format and meaning of information about human health hazards contained therein, acute and chronic health effects, delayed effects and sensitization as identified in product labeling, Safety Data Sheet (SDS), Pesticide Safety Information Series (PSIS) and other sources.
2. Train employees on Hazard Communication in accordance with Title 3, Sec. 6723
3. Offer hours of Continuing Education Credits for any QAC/QAL/PCA for time attended (5 Hrs. max)
4. Provide all necessary documentation

San Ysidro School District will be a named insured under the MarSafety General and Professional Liability Insurance Policy ($1M/2M coverage limits).

The fee for the full program is $900.00. Total maximum time required is 5.5 hours.

I strongly believe that MarSafety Compliance Services has the capabilities and experience required to provide excellent service under this contract. Please do not hesitate to call if you have any questions or if you need further explanation about the services mentioned in this proposal.

Best regards,

Alicia Mariscal

P.O. Box 81566 • San Diego, CA 92138 • C 858-292-6295 • O 619-241-2438 • www.marsafety.com

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: March 11, 2021

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

FROM:
Special Education Department
Oscar Madera, Director

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH PROFESSIONAL TUTORS OF AMERICA, INC.

BACKGROUND INFORMATION:
As the results of Settlement Agreement and General Release, Professional Tutors of America, Inc., will be providing one-on-one academic home tutoring for students with special needs for a total of 100 hours.

Cost implication: $80.00 per hour x 100 hours = $8,000.00

RECOMMENDATION:
Approve the agreement with Professional Tutors of America, Inc. to provide one-on-one academic home tutoring for students with special needs at a not to exceed amount of up to $8,000.00 from the Special Education fund.

LCAP GOAL AND ACTION/SERVICE:

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

Financial Implications?	Are funds for this item available in the 2020-2021 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

$8,000.00	Special Education
(Amount)	(Name of funding source and/or location)

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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 12th day of March 2021, by and between the San Ysidro School District, hereinafter called the "District", and

Professional Tutors of America, Inc. Company/Consultant	714-784-3454 Telephone Number
3350 E. Birch St, Suite 201, Brea, CA 92821 Address	rgordon@professionaltutors.com Website

hereinafter referred to as "Consultant."

1 SCOPE AND TERMS

1.1 SCOPE OF SERVICES

Scope of Services. In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the Consultant Services Documentation ("attached documents") attached hereto as ***Exhibit "A"*** and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the District entering into this Agreement, Consultant represents and warrants that Consultant is a provider of first class work and services and Consultant is experienced in performing the work and services contemplated herein and, in light of such status and experience, Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials shall be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

Compliance with Law. All services rendered hereunder shall be provided in accordance with any and all applicable ordinances, resolutions, statutes, rules, and regulations of the District, City and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered. Each and every provision required by law to be included in this Agreement shall be deemed to be included by this reference, and this Agreement shall be read and enforced as though they were included.

Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless District against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against District hereunder.

1.2 TERM

From: March 12, 2021 To: June 30, 2021

The Term of this Agreement as noted, unless earlier terminated as provided herein. The Parties may mutually agree to extend this term only by written amendment. Should the Parties agree to extend the term of this Agreement; the Agreement can only be extended on a year-to-year basis with written approval unless otherwise indicated in writing and in accordance with the law.

2 FEES AND PAYMENTS

2.1 FEES
District shall pay Consultant for the specified services as reflected on ***Exhibit A*** during this contract term.

2.2 PAYMENTS
Consultant shall submit to District an itemized invoice which indicates work completed by Consultant. District shall review each invoice and/or receipts submitted to determine that the work performed and expenses incurred are in compliance with the provisions of this Agreement. District shall pay Consultant within a reasonable time and in accordance with this Agreement.

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. **District waives** _____
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. **District waives** _____
3. **Workers' Compensation (Employer's Insurance):** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of San Ysidro School District. **District waives** _____
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 with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an **Additional Insured Endorsement** to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used). 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 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 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 seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to 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.

Design Professionals Only: If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

5.8 AMENDMENTS

This Agreement may not be amended except in writing signed by both Parties.

5.9 SEVERABILITY

If any section, subsection, sentence, clause or phrases of this Agreement, or the application thereof to any of the Parties, is for any reason held invalid or unenforceable, the validity of the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to this Agreement.

5.10 GOVERNING LAW

This Agreement shall be governed by the laws of the State of California. Any action brought to enforce the terms of this Agreement shall be brought in a state or federal court located in the County of San Diego, State of California, but only after dispute resolution as provided herein.

5.11 CONFLICT OF INTEREST

For the term of this Agreement, no member, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

5.12 SCHOOL SAFETY, FINGERPRINTING AND BACKGROUND INVESTIGATION REQUIREMENTS: 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:	**Professional Tutors of America, Inc.**	
Name:	Robert Gordon	
Title:	CEO	
Address:	3350 E. Birch St., Ste. 201	
City/State/Zip Code:	Brea, CA 92821	
Telephone:	714-784-3454	
Email:	rgordon@professionaltutors.com	

DISTRICT:	**San Ysidro School District**	
Name:	Marilyn Adrianzen	Oscar Madera
Title:	Chief Business Official	Special Education Director
Address:	4350 Otay Mesa Road	4350 Otay Mesa Road
City/State/Zip code:	San Ysidro, CA 92173	San Ysidro, CA 92173
Telephone:	(619) 428-4476	(619) 428-4476
Email:	marilyn.adrianzen@sysdschools.org	oscar.madera@sysdschools.org

6 ENTIRE AGREEMENT

This Agreement represents the entire understanding of District and Consultant as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered hereunder. To the extent that any provision or clause contained in an attachment to this Agreement conflicts with a provision or clause in the Agreement, the provision or clause in this Agreement shall control. This Agreement may not be modified or altered except in writing signed by both parties hereto. This is an integrated Agreement.

7 WARRANTY OF AUTHORITY:

Each of the parties signing this Agreement warrants to the other that he or she has the full authority to enter into agreement on behalf of the Party for which his or her signature is made.//

CONSULTANT

Professional Tutors of America, Inc.
Firm Name

Signature of Authorized Agent

Robert Gordon, CEO
Print Name, Title

Date:

Phone Number: 714-784-3454

DISTRICT

San Ysidro School District
Firm Name

Signature

Marilyn Adrianzen, Chief Business Official
Print Name, Title

Date

Board Approved:

Revised 09-13-18

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

SCHOOL SAFETY CERTIFICATION FORM

CERTIFICATION PURSUANT TO EDUCATION CODE ECTION 45125.1 and
Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c)
Fingerprinting and Criminal Background Investigation Requirements

The San Ysidro School District (District) has determined under Education Code Section 45125.1, subdivision (c) that in performing services under this contract, **Contractor/Consultant's employees and/or Subconsultants/Subcontractors may have contact with pupils**.

_____(*Initial*) As required under Education Code Section 45125.1, subdivision (a), Consultant shall require their employees, including the employees of any sub-consultant and/or subcontractor, who will provide services pursuant to this contract to submit their fingerprints in a manner authorized by the Department of Justice in order to conduct a criminal background check to determine whether such employees have been convicted of or have charges pending for a felony as defined under Education Code Section 45122.1.

_____(*Initial*) Consultant shall not permit any employee to perform services that may come in contact with pupils under this contract until the Department of Justice has determined that the employee has not been convicted of a felony or has no criminal charges pending for a felony as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

_____(*Initial*) Consultant certifies that all of its employees who may come in contact with pupils have not been convicted of or have no criminal charges pending for a felony, as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

_____(*Initial*) Consultant shall defend, indemnify, protect and hold the District and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property which arise from or are connected with or are caused or claimed to be caused by Consultant's failure to comply with all of the requirements contained in Education Code Section 45125.1, including, but not limited to, the requirements prohibiting Consultant from using employees who may have contact with pupils who have been convicted or have charges pending for a felony in Education Code Section 45122.1.

_____(*Initial*) Per Ed Code 49406 and Assembly Bill 1667, the District requires for Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils.

_____(*Initial*) Consultant's individuals/employees and/or Subconsultants/Subcontractors who may come in contact with pupils in the performance of services in this contract agree to provide fingerprint (DOJ/FBI) and TB Clearances (at their own expense) to be in compliance with the above-mentioned Ed Codes before commencement of any services under this contract. The District will provide LiveScan form if necessary.

- I certify to the District's Governing Board that I have read and understand the above terms and conditions and will report any changes that may affect the performance services of this contract.
- I certify to the District's Governing Board that none of the Consultant's employees/individuals and/or Subconsultants/subcontractors performing services under this agreement have been convicted of a felony as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).
- I certify to the District's Governing Board that all of the Consultant's and Subconsultant's/Subcontractor's employees-individuals performing services under this agreement are clear of tuberculosis (TB) as defined on Education Code Section 49406 and Assembly Bill 1667.

Company Name:_____

Name/title of authorized representative *(Print)* _____

Signature _____Date _____

REVISED 09-13-18

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

EXHIBIT A

SCOPE OF SERVICES

Professional Tutors of America, Inc. will be providing one on one academic home tutoring to students with special needs, at $80.00 per hour for a maximum of 100 hours.

Cost: $80.00 x up to 100 hours = not to exceed **$8,000.00**

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: March 11, 2021

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

FROM:
Special Education Department
Oscar Madera, Director

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH ASSESS-APE

BACKGROUND INFORMATION:
Federal law section 34 C.F.R. 300.503 defines an Independent Educational Evaluation (IEE) as "an evaluation conducted by a qualified examiner who is not employed by the public agency responsible for the education of the child in question.".

ASSESS-APE is an approved independent educational evaluator, that will provide an independent Adaptive Physical Education evaluation to a student with special needs.

Services to be provided include:
- Evaluation
- Observations and interviews
- Report writing
- IEP attendance

Cost Implication: $2,000.00

RECOMMENDATION:
Approve the agreement with ASSESS-APE to provide an independent Adaptive Physical Education evaluation to a student with special needs at a total amount up to $2,000.00 from the Special Education fund.

LCAP GOAL AND ACTION/SERVICE:

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

Financial Implications?	Are funds for this item available in the 2020-2021 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

$2,000.00	Special Education
(Amount)	(Name of funding source and/or location)

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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 12th day of March 2021, by and between the San Ysidro School District, hereinafter called the "District", and

ASSESS-APE Company/Consultant	619-246-5044 Telephone Number
2931 Orange Place, Lemon Grove, CA 91945-2966 Address	abazer@assess-ape.com Website

hereinafter referred to as "Consultant."

1 SCOPE AND TERMS

1.1 SCOPE OF SERVICES

Scope of Services. In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the Consultant Services Documentation ("attached documents") attached hereto as ***Exhibit "A"*** and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the District entering into this Agreement, Consultant represents and warrants that Consultant is a provider of first class work and services and Consultant is experienced in performing the work and services contemplated herein and, in light of such status and experience, Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials shall be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

Compliance with Law. All services rendered hereunder shall be provided in accordance with any and all applicable ordinances, resolutions, statutes, rules, and regulations of the District, City and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered. Each and every provision required by law to be included in this Agreement shall be deemed to be included by this reference, and this Agreement shall be read and enforced as though they were included.

Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless District against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against District hereunder.

1.2 TERM

From: March 12, 2021 To: June 30, 2021

The Term of this Agreement as noted, unless earlier terminated as provided herein. The Parties may mutually agree to extend this term only by written amendment. Should the Parties agree to extend the term of this Agreement; the Agreement can only be extended on a year-to-year basis with written approval unless otherwise indicated in writing and in accordance with the law.

2 FEES AND PAYMENTS

2.1 FEES
District shall pay Consultant for the specified services as reflected on ***Exhibit A*** during this contract term.

2.2 PAYMENTS
Consultant shall submit to District an itemized invoice which indicates work completed by Consultant. District shall review each invoice and/or receipts submitted to determine that the work performed and expenses incurred are in compliance with the provisions of this Agreement. District shall pay Consultant within a reasonable time and in accordance with this Agreement.

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. **District waives** _____
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. **District waives** _____
3. **Workers' Compensation (Employer's Insurance):** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of San Ysidro School District. **District waives** _____
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 with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an **Additional Insured Endorsement** to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used). 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 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 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 seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to 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.

Design Professionals Only: If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

5.8 AMENDMENTS

This Agreement may not be amended except in writing signed by both Parties.

5.9 SEVERABILITY

If any section, subsection, sentence, clause or phrases of this Agreement, or the application thereof to any of the Parties, is for any reason held invalid or unenforceable, the validity of the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to this Agreement.

5.10 GOVERNING LAW

This Agreement shall be governed by the laws of the State of California. Any action brought to enforce the terms of this Agreement shall be brought in a state or federal court located in the County of San Diego, State of California, but only after dispute resolution as provided herein.

5.11 CONFLICT OF INTEREST

For the term of this Agreement, no member, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

5.12 SCHOOL SAFETY, FINGERPRINTING AND BACKGROUND INVESTIGATION REQUIREMENTS: 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:	**ASSESS-APE**
Name:	Andrea M. Bazer, M.Ed.
Title:	Owner
Address:	2931 Orange Place
City/State/Zip Code:	Lemon Grove, CA 91945-2966
Telephone:	619-246-5044
Email:	abazeradvocacy@gmail.com // abazer@assess-ape.com

DISTRICT:	**San Ysidro School District**	
Name:	Marilyn Adrianzen	Oscar Madera
Title:	Chief Business Official	Special Education Director
Address:	4350 Otay Mesa Road	4350 Otay Mesa Road
City/State/Zip code:	San Ysidro, CA 92173	San Ysidro, CA 92173
Telephone:	(619) 428-4476	(619) 428-4476
Email:	marilyn.adrianzen@sysdschools.org	oscar.madera@sysdschools.org

6 ENTIRE AGREEMENT

This Agreement represents the entire understanding of District and Consultant as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered hereunder. To the extent that any provision or clause contained in an attachment to this Agreement conflicts with a provision or clause in the Agreement, the provision or clause in this Agreement shall control. This Agreement may not be modified or altered except in writing signed by both parties hereto. This is an integrated Agreement.

7 WARRANTY OF AUTHORITY:

Each of the parties signing this Agreement warrants to the other that he or she has the full authority to enter into agreement on behalf of the Party for which his or her signature is made.//

CONSULTANT

ASSESS-APE
Firm Name

Signature of Authorized Agent

Andrea M. Bazer, M.Ed. (owner)
Print Name, Title

Date:

Phone Number: 619-246-5044

DISTRICT

San Ysidro School District
Firm Name

Signature

Marilyn Adrianzen, Chief Business Official
Print Name, Title

Date

Board Approved:

Revised 09-13-18

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

SCHOOL SAFETY CERTIFICATION FORM

CERTIFICATION PURSUANT TO EDUCATION CODE ECTION 45125.1 and
Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c)
Fingerprinting and Criminal Background Investigation Requirements

The San Ysidro School District (District) has determined under Education Code Section 45125.1, subdivision (c) that in performing services under this contract, **Contractor/Consultant's employees and/or Subconsultants/Subcontractors may have contact with pupils**.

_____(*Initial*) As required under Education Code Section 45125.1, subdivision (a), Consultant shall require their employees, including the employees of any sub-consultant and/or subcontractor, who will provide services pursuant to this contract to submit their fingerprints in a manner authorized by the Department of Justice in order to conduct a criminal background check to determine whether such employees have been convicted of or have charges pending for a felony as defined under Education Code Section 45122.1.

_____(*Initial*) Consultant shall not permit any employee to perform services that may come in contact with pupils under this contract until the Department of Justice has determined that the employee has not been convicted of a felony or has no criminal charges pending for a felony as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

_____(*Initial*) Consultant certifies that all of its employees who may come in contact with pupils have not been convicted of or have no criminal charges pending for a felony, as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

_____(*Initial*) Consultant shall defend, indemnify, protect and hold the District and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property which arise from or are connected with or are caused or claimed to be caused by Consultant's failure to comply with all of the requirements contained in Education Code Section 45125.1, including, but not limited to, the requirements prohibiting Consultant from using employees who may have contact with pupils who have been convicted or have charges pending for a felony in Education Code Section 45122.1.

_____(*Initial*) Per Ed Code 49406 and Assembly Bill 1667, the District requires for Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils.

_____(*Initial*) Consultant's individuals/employees and/or Subconsultants/Subcontractors who may come in contact with pupils in the performance of services in this contract agree to provide fingerprint (DOJ/FBI) and TB Clearances (at their own expense) to be in compliance with the above-mentioned Ed Codes before commencement of any services under this contract. The District will provide LiveScan form if necessary.

- I certify to the District's Governing Board that I have read and understand the above terms and conditions and will report any changes that may affect the performance services of this contract.
- I certify to the District's Governing Board that none of the Consultant's employees/individuals and/or Subconsultants/subcontractors performing services under this agreement have been convicted of a felony as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).
- I certify to the District's Governing Board that all of the Consultant's and Subconsultant's/Subcontractor's employees-individuals performing services under this agreement are clear of tuberculosis (TB) as defined on Education Code Section 49406 and Assembly Bill 1667.

Company Name:_____

Name/title of authorized representative *(Print)* _____

Signature _____Date _____

REVISED 09-13-18

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

EXHIBIT A

SCOPE OF SERVICES

Evaluation includes: a school observation, records review, complete assessment report, travel and participation at the IEP or school meeting; Review of all available records for a student in order to answer the referral concerns; To interview anyone who is knowledgeable of the student as it relates to the evaluation.

Evaluation will be conducted in an objective and professional manner.

Total Cost: $2,000.00

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: March 11, 2021

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

FROM:
Special Education Department
Oscar Madera, Director

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH IEPREADY

BACKGROUND INFORMATION:
Federal law section 34 C.F.R. 300.503 defines an Independent Educational Evaluation (IEE) as "an evaluation conducted by a qualified examiner who is not employed by the public agency responsible for the education of the child in question.".

IEPready is an approved independent educational evaluator, that will provide an independent Occupational Therapy evaluation to a student with special needs.

Services to be provided include:
- Evaluation
- Observations and interviews
- Report writing
- IEP attendance

Cost Implication: $1,500.00

RECOMMENDATION:
Approve the agreement with IEPready to provide an independent Occupational Therapy evaluation to a student with special needs at a total amount up to $1,500.00 from Special Education fund.

LCAP GOAL AND ACTION/SERVICE:

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

Financial Implications?	Are funds for this item available in the 2020-2021 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

$1,500.00	Special Education
(Amount)	(Name of funding source and/or location)

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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 12th day of March, 2021, by and between the San Ysidro School District, hereinafter called the "District", and

IEPready	858-251-0722
Company/Consultant	Telephone Number
16769 Bernardo Center Drive Ste. 1-745, San Diego, CA 92128	parentguide@iepready.com
Address	Website

hereinafter referred to as "Consultant."

1 SCOPE AND TERMS

1.1 SCOPE OF SERVICES

Scope of Services. In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the Consultant Services Documentation ("attached documents") attached hereto as ***Exhibit "A"*** and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the District entering into this Agreement, Consultant represents and warrants that Consultant is a provider of first class work and services and Consultant is experienced in performing the work and services contemplated herein and, in light of such status and experience, Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials shall be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

Compliance with Law. All services rendered hereunder shall be provided in accordance with any and all applicable ordinances, resolutions, statutes, rules, and regulations of the District, City and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered. Each and every provision required by law to be included in this Agreement shall be deemed to be included by this reference, and this Agreement shall be read and enforced as though they were included.

Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless District against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against District hereunder.

1.2 TERM

From: March 12, 2021 To: June 30, 2021

The Term of this Agreement as noted, unless earlier terminated as provided herein. The Parties may mutually agree to extend this term only by written amendment. Should the Parties agree to extend the term of this Agreement; the Agreement can only be extended on a year-to-year basis with written approval unless otherwise indicated in writing and in accordance with the law.

2 FEES AND PAYMENTS

2.1 FEES
District shall pay Consultant for the specified services as reflected on ***Exhibit A*** during this contract term.

2.2 PAYMENTS
Consultant shall submit to District an itemized invoice which indicates work completed by Consultant. District shall review each invoice and/or receipts submitted to determine that the work performed and expenses incurred are in compliance with the provisions of this Agreement. District shall pay Consultant within a reasonable time and in accordance with this Agreement.

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. **District waives** _____
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. **District waives** _____
3. **Workers' Compensation (Employer's Insurance):** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of San Ysidro School District. **District waives** _____
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 with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an **Additional Insured Endorsement** to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used). 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 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 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 seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to 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.

Design Professionals Only: If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

5.8 AMENDMENTS

This Agreement may not be amended except in writing signed by both Parties.

5.9 SEVERABILITY

If any section, subsection, sentence, clause or phrases of this Agreement, or the application thereof to any of the Parties, is for any reason held invalid or unenforceable, the validity of the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to this Agreement.

5.10 GOVERNING LAW

This Agreement shall be governed by the laws of the State of California. Any action brought to enforce the terms of this Agreement shall be brought in a state or federal court located in the County of San Diego, State of California, but only after dispute resolution as provided herein.

5.11 CONFLICT OF INTEREST

For the term of this Agreement, no member, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

5.12 SCHOOL SAFETY, FINGERPRINTING AND BACKGROUND INVESTIGATION REQUIREMENTS: 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.

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

CONSULTANT:	**IEPready**
Name:	Jessica Engel
Title:	CEO
Address:	16769 Bernardo Center Drive Ste. 1-745
City/State/Zip Code:	San Diego, CA 92128
Telephone:	858-251-0722
Email:	parentguide@iepready.com

DISTRICT:	**San Ysidro School District**	
Name:	Marilyn Adrianzen	Oscar Madera
Title:	Chief Business Official	Special Education Director
Address:	4350 Otay Mesa Road	4350 Otay Mesa Road
City/State/Zip code:	San Ysidro, CA 92173	San Ysidro, CA 92173
Telephone:	(619) 428-4476	(619) 428-4476
Email:	marilyn.adrianzen@sysdschools.org	oscar.madera@sysdschools.org

6 ENTIRE AGREEMENT

This Agreement represents the entire understanding of District and Consultant as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered hereunder. To the extent that any provision or clause contained in an attachment to this Agreement conflicts with a provision or clause in the Agreement, the provision or clause in this Agreement shall control. This Agreement may not be modified or altered except in writing signed by both parties hereto. This is an integrated Agreement.

7 WARRANTY OF AUTHORITY:

Each of the parties signing this Agreement warrants to the other that he or she has the full authority to enter into agreement on behalf of the Party for which his or her signature is made.//

CONSULTANT

IEPready
Firm Name

Signature of Authorized Agent

Jessica Engel, CEO
Print Name, Title

Date:

Phone Number: 858-251-0722

DISTRICT

San Ysidro School District
Firm Name

Signature

Marilyn Adrianzen, Chief Business Official
Print Name, Title

Date

Board Approved:

Revised 09-13-18

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

SCHOOL SAFETY CERTIFICATION FORM

CERTIFICATION PURSUANT TO EDUCATION CODE ECTION 45125.1 and
Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c)
Fingerprinting and Criminal Background Investigation Requirements

The San Ysidro School District (District) has determined under Education Code Section 45125.1, subdivision (c) that in performing services under this contract, **Contractor/Consultant's employees and/or Subconsultants/Subcontractors may have contact with pupils**.

_____(*Initial*) As required under Education Code Section 45125.1, subdivision (a), Consultant shall require their employees, including the employees of any sub-consultant and/or subcontractor, who will provide services pursuant to this contract to submit their fingerprints in a manner authorized by the Department of Justice in order to conduct a criminal background check to determine whether such employees have been convicted of or have charges pending for a felony as defined under Education Code Section 45122.1.

_____(*Initial*) Consultant shall not permit any employee to perform services that may come in contact with pupils under this contract until the Department of Justice has determined that the employee has not been convicted of a felony or has no criminal charges pending for a felony as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

_____(*Initial*) Consultant certifies that all of its employees who may come in contact with pupils have not been convicted of or have no criminal charges pending for a felony, as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

_____(*Initial*) Consultant shall defend, indemnify, protect and hold the District and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property which arise from or are connected with or are caused or claimed to be caused by Consultant's failure to comply with all of the requirements contained in Education Code Section 45125.1, including, but not limited to, the requirements prohibiting Consultant from using employees who may have contact with pupils who have been convicted or have charges pending for a felony in Education Code Section 45122.1.

_____(*Initial*) Per Ed Code 49406 and Assembly Bill 1667, the District requires for Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils.

_____(*Initial*) Consultant's individuals/employees and/or Subconsultants/Subcontractors who may come in contact with pupils in the performance of services in this contract agree to provide fingerprint (DOJ/FBI) and TB Clearances (at their own expense) to be in compliance with the above-mentioned Ed Codes before commencement of any services under this contract. The District will provide LiveScan form if necessary.

- I certify to the District's Governing Board that I have read and understand the above terms and conditions and will report any changes that may affect the performance services of this contract.
- I certify to the District's Governing Board that none of the Consultant's employees/individuals and/or Subconsultants/subcontractors performing services under this agreement have been convicted of a felony as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).
- I certify to the District's Governing Board that all of the Consultant's and Subconsultant's/Subcontractor's employees-individuals performing services under this agreement are clear of tuberculosis (TB) as defined on Education Code Section 49406 and Assembly Bill 1667.

Company Name:_____

Name/title of authorized representative *(Print)* _____

Signature _____Date _____

REVISED 09-13-18

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

EXHIBIT A

SCOPE OF SERVICES

IEPready will be providing an independent occupational therapy evaluation to a student with special needs. The services include the following:

1. Initial consultation with parent(s)/guardian(s);
2. Records review;
3. Educational environment observation;
4. Direct testing (informal and formal);
5. Scoring and analyzing data;
6. Report writing; and
7. IEP attendance

Cost: **$1,500.00**

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: March 11, 2021

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

FROM:
Special Education Department
Oscar Madera, Director

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH FUNCTIONAL INTEGRATED THERAPEUTIC SERVICES

BACKGROUND INFORMATION:
Federal law section 34 C.F.R. 300.503 defines an Independent Educational Evaluation (IEE) as "an evaluation conducted by a qualified examiner who is not employed by the public agency responsible for the education of the child in question.".

Functional Integrated Therapeutic Services is an approved independent educational evaluator, that will provide an independent Physical Therapy evaluation to a student with special needs.

Services to be provided include:
- Evaluation
- Observations and interviews
- Report writing
- IEP attendance

Cost Implication: $1,000.00

RECOMMENDATION:
Approve the agreement with Functional Integrated Therapeutic Services to provide an independent physical therapy evaluation to a student with special needs at a total amount up to $1,000.00 from the Special Education fund.

LCAP GOAL AND ACTION/SERVICE:

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

Financial Implications?	Are funds for this item available in the 2020-2021 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

$1,000.00	Special Education
(Amount)	(Name of funding source and/or location)

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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 12th day of March 2021, by and between the San Ysidro School District, hereinafter called the "District", and

Functional Integrated Therapeutic Services	858-695-9444
Company/Consultant	Telephone Number
9565 Waples St., Ste. 100, San Diego, CA 92121	FITSOT.com
Address	Website

hereinafter referred to as "Consultant."

1 SCOPE AND TERMS

1.1 SCOPE OF SERVICES

Scope of Services. In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the Consultant Services Documentation ("attached documents") attached hereto as ***Exhibit "A"*** and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the District entering into this Agreement, Consultant represents and warrants that Consultant is a provider of first class work and services and Consultant is experienced in performing the work and services contemplated herein and, in light of such status and experience, Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials shall be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

Compliance with Law. All services rendered hereunder shall be provided in accordance with any and all applicable ordinances, resolutions, statutes, rules, and regulations of the District, City and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered. Each and every provision required by law to be included in this Agreement shall be deemed to be included by this reference, and this Agreement shall be read and enforced as though they were included.

Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless District against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against District hereunder.

1.2 TERM

From: March 12, 2021 To: June 30, 2021

The Term of this Agreement as noted, unless earlier terminated as provided herein. The Parties may mutually agree to extend this term only by written amendment. Should the Parties agree to extend the term of this Agreement; the Agreement can only be extended on a year-to-year basis with written approval unless otherwise indicated in writing and in accordance with the law.

2 FEES AND PAYMENTS

2.1 FEES
District shall pay Consultant for the specified services as reflected on ***Exhibit A*** during this contract term.

2.2 PAYMENTS
Consultant shall submit to District an itemized invoice which indicates work completed by Consultant. District shall review each invoice and/or receipts submitted to determine that the work performed and expenses incurred are in compliance with the provisions of this Agreement. District shall pay Consultant within a reasonable time and in accordance with this Agreement.

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. **District waives** _____
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. **District waives** _____
3. **Workers' Compensation (Employer's Insurance):** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of San Ysidro School District. **District waives** _____
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 with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an **Additional Insured Endorsement** to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used). 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 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 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 seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to 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.

Design Professionals Only: If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

5.8 AMENDMENTS

This Agreement may not be amended except in writing signed by both Parties.

5.9 SEVERABILITY

If any section, subsection, sentence, clause or phrases of this Agreement, or the application thereof to any of the Parties, is for any reason held invalid or unenforceable, the validity of the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to this Agreement.

5.10 GOVERNING LAW

This Agreement shall be governed by the laws of the State of California. Any action brought to enforce the terms of this Agreement shall be brought in a state or federal court located in the County of San Diego, State of California, but only after dispute resolution as provided herein.

5.11 CONFLICT OF INTEREST

For the term of this Agreement, no member, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

5.12 SCHOOL SAFETY, FINGERPRINTING AND BACKGROUND INVESTIGATION REQUIREMENTS: 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.

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

CONSULTANT:	**Functional Integrated Therapeutic Services**
Name:	Sharon Criger
Title:	Physical Therapist/Co-owner
Address:	9565 Waples St, Ste 100,
City/State/Zip Code:	San Diego, CA 92121
Telephone:	858-695-9444
Email:	admin@fitstherapy.com

DISTRICT:	**San Ysidro School District**	
Name:	Marilyn Adrianzen	Oscar Madera
Title:	Chief Business Official	Special Education Director
Address:	4350 Otay Mesa Road	4350 Otay Mesa Road
City/State/Zip code:	San Ysidro, CA 92173	San Ysidro, CA 92173
Telephone:	(619) 428-4476	(619) 428-4476
Email:	marilyn.adrianzen@sysdschools.org	oscar.madera@sysdschools.org

6 ENTIRE AGREEMENT

This Agreement represents the entire understanding of District and Consultant as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered hereunder. To the extent that any provision or clause contained in an attachment to this Agreement conflicts with a provision or clause in the Agreement, the provision or clause in this Agreement shall control. This Agreement may not be modified or altered except in writing signed by both parties hereto. This is an integrated Agreement.

7 WARRANTY OF AUTHORITY:

Each of the parties signing this Agreement warrants to the other that he or she has the full authority to enter into agreement on behalf of the Party for which his or her signature is made.//

CONSULTANT

Functional Integrated Therapeutic Services
Firm Name

Sharon Criger
Signature of Authorized Agent

Physical Therapist/Co-owner
Print Name, Title

Date:

Phone Number: 858-695-9444

DISTRICT

San Ysidro School District
Firm Name

Signature

Marilyn Adrianzen, Chief Business Official
Print Name, Title

Date

Board Approved:

Revised 09-13-18

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

SCHOOL SAFETY CERTIFICATION FORM

CERTIFICATION PURSUANT TO EDUCATION CODE ECTION 45125.1 and
Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c)
Fingerprinting and Criminal Background Investigation Requirements

The San Ysidro School District (District) has determined under Education Code Section 45125.1, subdivision (c) that in performing services under this contract, **Contractor/Consultant's employees and/or Subconsultants/Subcontractors may have contact with pupils**.

_____(*Initial*) As required under Education Code Section 45125.1, subdivision (a), Consultant shall require their employees, including the employees of any sub-consultant and/or subcontractor, who will provide services pursuant to this contract to submit their fingerprints in a manner authorized by the Department of Justice in order to conduct a criminal background check to determine whether such employees have been convicted of or have charges pending for a felony as defined under Education Code Section 45122.1.

_____(*Initial*) Consultant shall not permit any employee to perform services that may come in contact with pupils under this contract until the Department of Justice has determined that the employee has not been convicted of a felony or has no criminal charges pending for a felony as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

_____(*Initial*) Consultant certifies that all of its employees who may come in contact with pupils have not been convicted of or have no criminal charges pending for a felony, as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

_____(*Initial*) Consultant shall defend, indemnify, protect and hold the District and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property which arise from or are connected with or are caused or claimed to be caused by Consultant's failure to comply with all of the requirements contained in Education Code Section 45125.1, including, but not limited to, the requirements prohibiting Consultant from using employees who may have contact with pupils who have been convicted or have charges pending for a felony in Education Code Section 45122.1.

_____(*Initial*) Per Ed Code 49406 and Assembly Bill 1667, the District requires for Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils.

_____(*Initial*) Consultant's individuals/employees and/or Subconsultants/Subcontractors who may come in contact with pupils in the performance of services in this contract agree to provide fingerprint (DOJ/FBI) and TB Clearances (at their own expense) to be in compliance with the above-mentioned Ed Codes before commencement of any services under this contract. The District will provide LiveScan form if necessary.

- I certify to the District's Governing Board that I have read and understand the above terms and conditions and will report any changes that may affect the performance services of this contract.
- I certify to the District's Governing Board that none of the Consultant's employees/individuals and/or Subconsultants/subcontractors performing services under this agreement have been convicted of a felony as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).
- I certify to the District's Governing Board that all of the Consultant's and Subconsultant's/Subcontractor's employees-individuals performing services under this agreement are clear of tuberculosis (TB) as defined on Education Code Section 49406 and Assembly Bill 1667.

Company Name:_____

Name/title of authorized representative *(Print)* _____

Signature _____Date _____

REVISED 09-13-18

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

EXHIBIT A

SCOPE OF SERVICES

Services include:

- School observation visit
- In person assessment
- An hour of IEP attendance

Cost: $1,000.00

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: March 11, 2021

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

FROM:
Special Education Department
Oscar Madera, Director

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH ACADEMICOGNITIVE CONNECTIONS

BACKGROUND INFORMATION:
All students with an active Individual Education Program (IEP) shall be evaluated every three (3) years unless otherwise modified by the IEP team. Students may be evaluated annually upon request. In addition, students whose parents request for evaluation to determine eligibility for special education services have the right to access such services.

In order to be in compliance with the State and Federal Regulations, the Special Education Department is requesting an approval to contract with AcademiCognitive Connections who will be providing the in person assessments.

Cost Implications: $80/hour x 8 hours/day x 3 days/week x 11 weeks = $21,120.00

RECOMMENDATION:
Approve the agreement with AcademiCognitive Connections to provide in-person assessments at a cost not to exceed $21,120.00 from the Special Education fund.

LCAP GOAL AND ACTION/SERVICE:

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

Financial Implications?	Are funds for this item available in the 2020-2021 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

$21,120.00	Special Education
(Amount)	(Name of funding source and/or location)

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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 12th day of March 2021, by and between the San Ysidro School District, hereinafter called the "District", and

AcademiCognitive Connections	(760) 604-2114
Company/Consultant	Telephone Number
P.O. Box 211231, Chula Vista, CA 91921	www.AcademiCognitiveConnections.com
Address	Website

hereinafter referred to as "Consultant."

1 SCOPE AND TERMS

1.1 SCOPE OF SERVICES

Scope of Services. In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the Consultant Services Documentation ("attached documents") attached hereto as ***Exhibit "A"*** and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the District entering into this Agreement, Consultant represents and warrants that Consultant is a provider of first class work and services and Consultant is experienced in performing the work and services contemplated herein and, in light of such status and experience, Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials shall be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

Compliance with Law. All services rendered hereunder shall be provided in accordance with any and all applicable ordinances, resolutions, statutes, rules, and regulations of the District, City and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered. Each and every provision required by law to be included in this Agreement shall be deemed to be included by this reference, and this Agreement shall be read and enforced as though they were included.

Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless District against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against District hereunder.

1.2 TERM

From: March 9, 2021 To: June 30, 2021

The Term of this Agreement as noted, unless earlier terminated as provided herein. The Parties may mutually agree to extend this term only by written amendment. Should the Parties agree to extend the term of this Agreement; the Agreement can only be extended on a year-to-year basis with written approval unless otherwise indicated in writing and in accordance with the law.

2 FEES AND PAYMENTS

2.1 FEES
District shall pay Consultant for the specified services as reflected on ***Exhibit A*** during this contract term.

2.2 PAYMENTS
Consultant shall submit to District an itemized invoice which indicates work completed by Consultant. District shall review each invoice and/or receipts submitted to determine that the work performed and expenses incurred are in compliance with the provisions of this Agreement. District shall pay Consultant within a reasonable time and in accordance with this Agreement.

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. **District waives** _____
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. **District waives** _____
3. **Workers' Compensation (Employer's Insurance):** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of San Ysidro School District. **District waives** _____
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 with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an **Additional Insured Endorsement** to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used). 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 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 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 seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to 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.

Design Professionals Only: If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

5.8 AMENDMENTS

This Agreement may not be amended except in writing signed by both Parties.

5.9 SEVERABILITY

If any section, subsection, sentence, clause or phrases of this Agreement, or the application thereof to any of the Parties, is for any reason held invalid or unenforceable, the validity of the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to this Agreement.

5.10 GOVERNING LAW

This Agreement shall be governed by the laws of the State of California. Any action brought to enforce the terms of this Agreement shall be brought in a state or federal court located in the County of San Diego, State of California, but only after dispute resolution as provided herein.

5.11 CONFLICT OF INTEREST

For the term of this Agreement, no member, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

5.12 SCHOOL SAFETY, FINGERPRINTING AND BACKGROUND INVESTIGATION REQUIREMENTS: 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:	**AcademiCognitive connections**
Name:	Nadia Braun
Title:	Licensed Educational Psychologist
Address:	PO Box 211231
City/State/Zip Code:	Chula Vista, Ca 91921
Telephone:	760-604-2114
Email:	AcademiCognitiveConnections@gmail.com

DISTRICT:	**San Ysidro School District**	
Name:	Marilyn Adrianzen	Oscar Madera
Title:	Chief Business Official	Special Education Director
Address:	4350 Otay Mesa Road	4350 Otay Mesa Road
City/State/Zip code:	San Ysidro, CA 92173	San Ysidro, CA 92173
Telephone:	(619) 428-4476	(619) 428-4476
Email:	marilyn.adrianzen@sysdschools.org	oscar.madera@sysdschools.org

6 ENTIRE AGREEMENT

This Agreement represents the entire understanding of District and Consultant as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered hereunder. To the extent that any provision or clause contained in an attachment to this Agreement conflicts with a provision or clause in the Agreement, the provision or clause in this Agreement shall control. This Agreement may not be modified or altered except in writing signed by both parties hereto. This is an integrated Agreement.

7 WARRANTY OF AUTHORITY:

Each of the parties signing this Agreement warrants to the other that he or she has the full authority to enter into agreement on behalf of the Party for which his or her signature is made.//

CONSULTANT

AcademiCognitive Connections
Firm Name

Signature of Authorized Agent

Nadia Braun, Licensed Educational Psychologist
Print Name, Title

Date:

Phone Number: 760-604-2114

DISTRICT

San Ysidro School District
Firm Name

Signature

Marilyn Adrianzen, Chief Business Official
Print Name, Title

Date

Board Approved:

Revised 09-13-18

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

SCHOOL SAFETY CERTIFICATION FORM

CERTIFICATION PURSUANT TO EDUCATION CODE ECTION 45125.1 and
Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c)
Fingerprinting and Criminal Background Investigation Requirements

The San Ysidro School District (District) has determined under Education Code Section 45125.1, subdivision (c) that in performing services under this contract, **Contractor/Consultant's employees and/or Subconsultants/Subcontractors may have contact with pupils**.

_____(*Initial*) As required under Education Code Section 45125.1, subdivision (a), Consultant shall require their employees, including the employees of any sub-consultant and/or subcontractor, who will provide services pursuant to this contract to submit their fingerprints in a manner authorized by the Department of Justice in order to conduct a criminal background check to determine whether such employees have been convicted of or have charges pending for a felony as defined under Education Code Section 45122.1.

_____(*Initial*) Consultant shall not permit any employee to perform services that may come in contact with pupils under this contract until the Department of Justice has determined that the employee has not been convicted of a felony or has no criminal charges pending for a felony as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

_____(*Initial*) Consultant certifies that all of its employees who may come in contact with pupils have not been convicted of or have no criminal charges pending for a felony, as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

_____(*Initial*) Consultant shall defend, indemnify, protect and hold the District and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property which arise from or are connected with or are caused or claimed to be caused by Consultant's failure to comply with all of the requirements contained in Education Code Section 45125.1, including, but not limited to, the requirements prohibiting Consultant from using employees who may have contact with pupils who have been convicted or have charges pending for a felony in Education Code Section 45122.1.

_____(*Initial*) Per Ed Code 49406 and Assembly Bill 1667, the District requires for Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils.

_____(*Initial*) Consultant's individuals/employees and/or Subconsultants/Subcontractors who may come in contact with pupils in the performance of services in this contract agree to provide fingerprint (DOJ/FBI) and TB Clearances (at their own expense) to be in compliance with the above-mentioned Ed Codes before commencement of any services under this contract. The District will provide LiveScan form if necessary.

- I certify to the District's Governing Board that I have read and understand the above terms and conditions and will report any changes that may affect the performance services of this contract.
- I certify to the District's Governing Board that none of the Consultant's employees/individuals and/or Subconsultants/subcontractors performing services under this agreement have been convicted of a felony as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).
- I certify to the District's Governing Board that all of the Consultant's and Subconsultant's/Subcontractor's employees-individuals performing services under this agreement are clear of tuberculosis (TB) as defined on Education Code Section 49406 and Assembly Bill 1667.

Company Name:_____

Name/title of authorized representative *(Print)* _____

Signature _____Date _____

REVISED 09-13-18

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

EXHIBIT A

SCOPE OF SERVICES

All evaluations include: a school observation, records review, complete assessment report, travel and participation at the IEP or school meeting; Review of all available records for a student in order to answer the referral concerns; To interview anyone who is knowledgeable of the student as it relates to the evaluation.

Cost implications: $21,120.00

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board **BOARD MEETING DATE:** March 11, 2021

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

FROM:
Educational Services
Cynthia Gonzalez, Executive Director

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH SCHOOL INNOVATIONS & ADVOCACY, INC. FOR SCHOOL ACCOUNTABILITY REPORT CARD SERVICES

BACKGROUND INFORMATION:
Pursuant to California Education Code Section 35160, districts are authorized to retain services for the preparation of School Accountability Report Cards (SARC). In order to be compliant with Education Code Section 35160, the District will retain the services of School Innovations & Advocacy, Inc. to assist with the preparation of the 2021-2022 School Accountability Report Cards (SARC).

RECOMMENDATION:
Approve the agreement with School Innovations & Advocacy, Inc. for the preparation of the School Accountability Report Cards (SARC) at a cost of $8,300.00 from the General fund.

LCAP GOAL AND ACTION/SERVICE:
Goal 3: Parent Engagement, Action 3.4: Improve home-school communication including improving websites, providing information on student academic progress, and notifying parents of district and school events.

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

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

$8,300.00	General Fund
(Amount)	(Name of funding source and/or location)

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

SCHOOL ACCOUNTABILITY REPORT CARD SERVICES AGREEMENT
Between
SCHOOL INNOVATIONS & ACHIEVEMENT
And the
SAN YSIDRO ELEMENTARY SCHOOL DISTRICT

THIS AGREEMENT, dated March 12, 2021 (the "Agreement") is made by and between San Ysidro Elementary School District ("District"), and School Innovations & Achievement, a California corporation ("SI&A"), each being a "Party" and collectively the "Parties".

RECITALS

WHEREAS, District is authorized to retain services for the preparation of school accountability report cards ("SARC") pursuant to the California Education Code Section 35160; and

WHEREAS, it is necessary and desirable that SI&A be retained by District for the purpose of performing the above described service and SI&A is qualified to perform such service;

AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

1. **Agreement Term**. This Agreement begins July 1, 2021 (the "Effective Date") and will automatically expire on June 30, 2022 (the "Expiration Date").

2. **Services**.

   Description of Services. SI&A agrees to provide District the following consulting services ("Services") during the Agreement Term:

   2.1 Compile the 2020/21 SARC (in English) for each school site as indicated in Exhibit C – Price Quote for Services ("School Sites"). This compilation of SARC includes, but is not limited to, the following: (a) an assessment of the school's conditions pursuant to Proposition 98, (b) California Education Code Sections 17002, 17014, 17032.5, 17070.75, 17089, 32286, 52056, 60119, 33126, 35256, 35256.1, 35258, 41409 and 41409.3, (c) California Department of Education changes to the SARC per *Eliezer Williams, et al., vs. State of California*, *et al.,* and (d) Title I, Section 1111(b)(2)(H). Upon District's request, SI&A may translate the SARC into a different language for an additional fee, as indicated in Exhibit C – Price Quote for Services;

   2.2 In each SARC, disclose the salary and budget information for districts that operate more than one (1) School Site, pursuant to the California Education Code Section 41409.3;

   2.3 Provide District with one (1) hard copy of the SARC for each School Site and an Adobe Acrobat Reader PDF file. Additional copies are outside the Initial Scope of Services (as defined in Exhibit A – Standard Terms and Conditions, Section 1), however, upon District's request, more copies will be provided for an additional fee, which shall be billed separately;

2.4 Serve as District's liaison with the California Department of Education and other government entities regarding (a) information requests, (b) clarifications, or (c) compliance reviews that may occur;

2.5 Maintain appropriate record keeping practices per State regulations;

2.6 Prior to finalizing the SARC, SI&A shall verify the propriety and accuracy of the information contained therein with District. District shall be entitled to a maximum of three (3) reviews and three (3) revisions of the draft version of the SARC prior to publishing within the Initial Scope of Services and Fees (as defined in Exhibit A – Standard Terms and Conditions). Revisions within the Initial Scope of Services include, but are not limited to, changes to State or district data. If District's proposed changes exceed either the Initial Scope of Services or the three (3) revisions maximum, the Parties shall execute an amendment to the Agreement and additional fees shall apply. In such event, SI&A shall provide District with an Agreement amendment describing the additional amounts of time and fees of the proposed revisions for District's review, approval and signature. SI&A will not perform additional services until such amendment is executed. Requests for additional revisions submitted after the Production Schedule (as defined in Exhibit B – SARC Format Checklist) may cause a delay of the final SARC delivery and result in additional fees under this Agreement; and

2.7 Complete delivery of the final SARC per the agreed upon Production Schedule (as defined in Exhibit B – SARC Format Checklist).

3. **Payment of Fees**.

3.1 Fees. For Services provided pursuant to the terms of this Agreement as indicated in Exhibit C, District agrees to pay SI&A:

- **$8,300** for the fiscal year 2021/2022 ("Discounted Annual Fee") if Agreement is received on or before March 31, 2021, or
- **$8,600** for the fiscal year 2021/2022 ("Standard Annual Fee") if Agreement is received after March 31, 2021.

3.2 Payment Plan. The Fee is payable as follows:

	Agreement Received By Date	FY 2021/2022 07/01/2021-06/30/2022 Due 07/01/2021
Discounted Annual Fee	**On or Before March 31, 2021**	**$8,300**
Standard Annual Fee	**After March 31, 2021**	**$8,600**

4. **Entire Agreement**. This Agreement, including, without limitation, the Standard Terms and Conditions attached hereto as Exhibit A and the Price Quote for Services attached hereto as Exhibit C, is the final expression of, and contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto.

5. **Exhibits**. All exhibits referred to in this Agreement are attached and incorporated herein by this reference.

6. **Counterparts**. This Agreement may be executed in counterparts, each of which shall be deemed an original, including copies sent to a party by facsimile transmission or in portable document format (pdf), as against the party signing such counterpart, but which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the District and SI&A have made and executed this Agreement as set forth below.

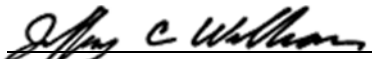
SI&A:		**DISTRICT:**	
SCHOOL INNOVATIONS & ACHIEVEMENT		**SAN YSIDRO ELEMENTARY SCHOOL DISTRICT**	
Signature:		Signature:	
Date Signed:	2/9/2021	Date Signed:	
Print Name:	Jeffrey C. Williams	Print Name:	Marilyn Adrianzen
Title:	Chief Executive Officer	Title:	Chief Business Official
Company:	School Innovations & Achievement	Address:	4350 Otay Mesa Road
Address:	5200 Golden Foothill Parkway		San Ysidro, CA 92173
	El Dorado Hills, CA 95762	Phone:	(619) 428-4476
Phone:	(800) 487-9234	Fax:	(619) 428-9355
Fax:	(888) 487-6441	Email	marilyn.adrianzen@sysdschools.org

EXHIBIT A - STANDARD TERMS AND CONDITIONS

1. **Scope of Services; Independent Contractor**. SI&A's services described in the Agreement (the "Services") detail the initial scope of services anticipated by SI&A as of the effective date of the Agreement ("Initial Scope of Services"). District acknowledges that the Fee (as defined below) is based on this Initial Scope of Services. If SI&A determines that the Initial Scope of Services may be or has been increased anytime during the Agreement Term, SI&A reserves the right to increase the Fee to compensate for the unanticipated or additional services as mutually agreed upon in writing by both Parties. This Agreement is not for lobbying services and SI&A is not being retained to provide lobbying services to District. The parties agree that School Innovations & Achievement is an independent contractor and the Agreement shall not be construed to create a relationship of agent, servant, employee, partnership, joint venture, association or any other relationship.

2. **Payment**. For purposes of the Agreement, the price of products and services set forth on the Products and Services Addendum and any other applicable fee pursuant to the Agreement shall be collectively referred to herein as the "Fee" or "Fees." District acknowledges that the Fees are based on the Initial Scope of Services anticipated by SI&A as of the date of this Agreement. The Fees shall be billed to District and District shall pay the entire amount within thirty (30) days after District receives SI&A's invoice.

3. **Termination**. Either Party may terminate the Agreement, with or without cause, by delivering written notice of termination to the other party not later than thirty (30) days prior to expiration of the current agreement year within the Agreement Period. The effective date of termination shall be the expiration of such current year of the Agreement. Upon termination, SI&A will invoice District for any Fees owing and District shall pay the full invoice amount within thirty (30) days after receipt of SI&A's invoice. Except as set forth in this Section 3, neither party shall have any liability to the other for damages resulting solely from a party's termination of this Agreement in accordance with this Section 3.

4. **Notice**. All Agreement notices must be in writing, directed to the party's address set forth below such party's signature in the Agreement and shall be deemed to be received in accordance with the following: (a) in the case of personal delivery, on the date of such delivery; (b) in the case of facsimile transmission, on the date upon which the sender receives confirmation by facsimile transmission that such notice was received by the addressee, provided that a copy of such transmission is additionally sent by mail as set forth in (d) below; (c) in the case of overnight courier, on the second business day following the day such notice was sent, with receipt confirmed by the courier; and (d) in the case of mailing by first class certified mail, postage prepaid, return receipt requested, on the fifth business day following such mailing. A party may change the address stated in the Agreement by giving notice to the other party.

5. **District's General Responsibilities; District Acknowledgment**. During the Agreement Term, in addition to the obligations set forth in the Agreement, District is responsible for the following: (a) ensuring that District, its employees and contractors properly identify and comply with laws and regulations applicable to District's activities; (b) completing any documents required by SI&A for any service obtained by District; (c) importing only data that reflects student performance to the grade level into the school site plan to ensure confidentiality and consistency with FERPA guidelines,; and (d) monitoring assignments of login and passwords to assure FERPA compliance. District acknowledges that SI&A's full, accurate and timely performance under this Agreement is materially dependent upon District's reasonable cooperation and assistance. District further acknowledges that SI&A's Initial Scope of Services and Fee presume a reasonable amount of cooperation and assistance from District, such as District's timely provision of certain information, documentation and personnel. SI&A has explained its requirements in this regard to District and District agrees to meet these requirements.

6. **Further Assistances**. Upon request of the other party, SI&A or District shall execute and deliver additional instruments and take additional actions as may be necessary or appropriate to perform the Agreement.

7. **Assignment Prohibited**. Neither party may assign any rights or obligations under this Agreement without the prior written consent of the other party. Any purported assignment in violation of the provisions of this Section 7 shall be null and void.

8. **Family Educational Rights and Privacy Act ("FERPA"); California Education Code; and Other Privacy Related Laws**.

   a. FERPA and California Educational Code and California Education Code. SI&A may have limited access to student data or information only for purposes of providing the services specified in the Agreement. SI&A performs the Services as an independent contractor of District. SI&A, its officers and employees, shall comply at all times with the Family Educational Rights and Privacy Act and, for any **California District**, California Education Code sections 49073 et seq. and/or sections 76240 et seq., as applicable. Further to the requirements of California Education Code section 49073.1, as applicable, SI&A and District agree that (a) any and all "Pupil records" (as that term is defined in Education Code section 49073.1 and hereinafter referred to as "Pupil Records") disclosed or transmitted to SI&A remain the property of District and under the control of District; (b) SI&A shall not use any Pupil Records disclosed or transmitted to SI&A by District or any information in those pupil records for any purpose other than those required or specifically permitted by the Agreement; (c) SI&A shall not disclose any Pupil Records disclosed or transmitted to SI&A by District to any third party; (d) SI&A shall dispose of the Pupil Records according to Section 16 below; and (e) SI&A shall not use any Pupil Records disclosed or transmitted to SI&A by District to engage in targeted advertising. The procedures (a) created by District to comply with the requirements of Education Code section 49073.1 and (b) used by SI&A to ensure the security and confidentiality of Pupil records are listed or referenced in Exhibit D to the Agreement. Notwithstanding the foregoing, District grants to SI&A a perpetual, exclusive, royalty-free license to use de-identified District Data and "Deidentified information" (as defined in Education Code section 49703.1) for any purpose allowed by law. As set forth in the Standard Terms and Conditions, District and SI&A shall cooperate to preserve the confidentiality of District Data as mandated by applicable federal and state law.

   b. Student Online Personal Information Protection Act ("SOPIPA"). SI&A does not knowingly use "Covered information" (as defined in Cal. Bus. & Prof. Code §§22584 to 2258 and hereinafter referred to as "Covered Information") or persistent unique identifiers for targeted advertising. SI&A does not knowingly develop student profiles with Covered Information or persistent unique identifiers, or sell or disclose Covered Information unless exceptions under SOPIPA apply.

   c. California Consumer Privacy Act ("CCPA"). SI&A is a "service provider" (as defined under Cal. Civ. Code §1798.140(v) and hereinafter referred to as "Service Provider"). SI&A, as a Service Provider, does not further collect, sell, or use the "personal information" (as defined under Cal. Civ. Code §1798.140 (o)) except as necessary to perform obligations under the Agreement.

9. **Confidential and Proprietary Materials of SI&A**. During performance of the Agreement, SI&A may provide materials or disclose information to District that SI&A considers proprietary or confidential including, but not limited to SI&A's training handbooks, policy manuals, instructions, copyrighted checklists and forms ("SI&A's Materials"). District agrees that District acquires no interest of any kind in SI&A's Materials. At all times during and after the Agreement Term, District agrees (a) to keep SI&A's Materials in confidence and trust for SI&A; (b) not to disclose, duplicate or otherwise use SI&A's Materials, except in furtherance of SI&A's performance per the Agreement; (c) to limit access to SI&A's Materials to District's employees and/or contractors who have a "need to know;" and (d) to promptly return all copies of SI&A's Materials to SI&A after a request is made.

10. **Limitation of Liability; Indemnification**. In no event shall SI&A's liability to District, for any reason arising out of this Agreement, exceed the amount of the Fee actually received by SI&A under this Agreement. SI&A shall not be liable for any consequential damages. Each party agrees to defend, hold harmless, and indemnify the other party (and its officers, employees, trustees, agents, successors, and assigns) against all claims, suits, expenses (including reasonable attorney's fees), losses, penalties, fines, costs, and liability whether in contract, tort, or strict liability (including but not limited to personal injury, death at any time, and property damage) arising out of or made necessary by the indemnifying party's breach of the terms of this Agreement. In the event that any action or proceeding is brought against a party by reason of any claim or demand discussed in this Section 10, upon notice from the party, the indemnifying party shall defend the action or proceeding at the indemnifying party's expense, through counsel reasonably satisfactory to the other party. The obligations to indemnify set forth in this Section 10 shall include reasonable attorney's fees and investigation costs and all other reasonable costs, expenses, and liabilities from the time of giving the first notice of any claim or demand. The indemnifying party's obligations under this Section 10 shall apply regardless of whether the other party (or any of its officers, employees, trustees, or agents) is actively or passively negligent, but shall not apply to any loss, liability, fine, penalty, forfeiture, cost, or damage caused solely by the active negligence or by the willful misconduct of the other party.

11. **Governing Law; Enforcement Costs**. The Agreement shall be governed by and construed in accordance with the substantive laws of California. If any legal action (including arbitration) is commenced to enforce the Agreement's terms or a party's rights or obligations under this Agreement, then the prevailing party shall be entitled to recover all fees and costs incurred by the action, including reasonable attorneys' fees and arbitrators' fees, in addition to any other relief to which the party may be entitled.

12. **Judicial Reference**. In the event a dispute is not resolved through discussions and negotiations among the parties, the dispute shall be decided by general reference procedures pursuant to Code of Civil Procedure Section 638 et seq., as modified by the provisions of this Section 12, and any subsequent provisions mutually agreed upon in writing by the parties. The reference shall be conducted in accordance with California law, including, but not limited to, the Code of Civil Procedure and the Evidence Code. The parties shall be allowed to conduct discovery in the manner provided by Code of Civil Procedure Section 2017 et. seq. BOTH PARTIES HEREBY WAIVE A JURY TRIAL OR PROCEEDING IN CONNECTION WITH ANY DISPUTE ARISING OUT OF THIS AGREEMENT. All general reference proceedings hereunder shall, unless all parties hereto otherwise agree, be conducted in a mutually agreeable location in the County of Sacramento, State of California.

13. **Modification; Interpretation; Severability; Construction**. No modification or supplement to any provision of the Agreement shall be valid, unless executed in writing by both parties. No provision of the Agreement shall be construed to require the commission of any act contrary to law. If any term, provision, covenant or condition of the Agreement is held to be invalid or otherwise unenforceable, the rest of the Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated. SI&A shall

have the full power and authority to interpret, construe and administer the Agreement and SI&A's determination shall be binding and conclusive on the parties for all purposes. The headings preceding each Section and subsection of this Agreement are solely for convenience of reference only, are not part of the Agreement, and shall be disregarded in the interpretation of any portion of the Agreement. Whenever required by the context of the Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. The Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties had prepared the same. Unless otherwise indicated, all references to paragraphs, Sections, subparagraphs and subsections are to the Agreement.

14. **Waiver**. Either party's failure at any time to enforce any default or right reserved to it, or to require performance of any of the Agreement's terms, covenants, provisions by the other party at the time designated, shall not be a waiver of any such default or right to which the party is entitled, nor shall it in any way affect the right of the party to enforce such provisions thereafter.

15. **Force Majeure**. A party shall not be liable under the Agreement as a result of any delay, failure or interruption caused by the other party or third parties, an act of God, acts or orders of governmental authorities, acts of civil or military authorities, catastrophes or other cause (other than financial) beyond the party's reasonable control, and such nonperformance will not be a default hereunder or a ground for termination of the Agreement.

EXHIBIT B

School Innovations & Achievement

Please complete the following to enable SI&A to best manage District's expectations and SARC layout preferences.

1. **Page Layout:**
   _X_ Single-Sided
   _____ Double-Sided

2. **Colors:**
   _____ Anthem (red, white, and blue)
   _____ Nantucket (shades of blue)
   _____ Coastal (blues and greens)
   _____ Greenhouse (greens and yellow)
   _____ Tide Pool (shades of teal)
   _X_ Other - please list 2-3 colors here: Same colors as last year.

3. **Photos:**
   _X_ Stock SI&A Photos
   _X_ District Supplied Photos*

   ** SI&A may work with several of the District's school photos, supplied in digital format (such as a .jpeg or .gif file). The photos will run in color. If the pictures are of students, there must be a parental consent on file to use the photos in the SARC.*

4. **District's SARC Contact:**
   Name: Elizabeth Originales
   Telephone: (619)428-4476 Ext. 3019
   E-mail: elizabeth.originales@sysdschools.org
   Physical Address: 4350 Otay Mesa Road, San Ysidro CA 92173
   (address where your SARC package will be mailed)

5. **Production Schedule and Deadlines:**

   a. Following SI&A's receipt of the signed Agreement, SI&A's SARC Department shall contact District to discuss and finalize the Production Schedule, which shall establish deadlines, delivery dates, materials to be supplied by District and other items necessary to complete the SARC.

   b. Critical phases of the Production Schedule include the following:
      i. Questionnaires to be completed by District and submitted to SI&A;
      ii. SI&A's initial SARC draft sent for District's review;
      iii. District's requested revisions of SARC provided to SI&A; and
      iv. SARC is published and shipped.

6. **Translation Services:** If District has contracted for any translation services, these services require additional time to complete after all English SARCs are completed.

If you have any questions, please call Sybil Pearson at (800) 487-9234.
The SARC Production Team looks forward to working with you!

EXHIBIT C

PRICE QUOTE FOR SERVICES

DISCOUNTED ANNUAL FEE
(If Agreement is received on or before March 31, 2021)

ANNUAL SARC	# of Sites	Cost Per Site	Total Cost to District
SARC (English)	7	635	$4,445
Spanish Translation	7	555	$3,885
Translation Other than Spanish			
SARC Summary			
Translation Formatting			
Total			**$8,300***
***Annual fee rounded to nearest $100**			

STANDARD ANNUAL FEE
(If Agreement is received after March 31, 2021)

ANNUAL SARC	# of Sites	Cost Per Site	Total Cost to District
SARC (English)	7	655	$4,585
Spanish Translation	7	575	$4,025
Translation Other than Spanish			
SARC Summary			
Translation Formatting			
Total			**$8,600***
***Annual fee rounded to nearest $100**			

SCHOOL SITES

La Mirada Elementary
Ocean View Hills
San Ysidro Middle
Smythe Elementary
Sunset Elementary
Vista Del Mar
Willow Elementary

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: March 11, 2021

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

FROM:
Human Resources
Linda Gonzales, Executive Director

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH THE SOUTHERN CALIFORNIA KAISER PERMANENTE MEDICAL GROUP FOR OHSS

BACKGROUND INFORMATION:
The San Ysidro School District will enter into an agreement with the Southern California Permanente Medical Group ("SCPMG") for Occupational Health and Safety Services (OHSS). Through its Occupational Health Centers collectively known as Kaiser Permanente On-the-Job, SCPMG will provide OHSS to current and prospective employees, as requested by the Human Resources department.

RECOMMENDATION:
Approve the agreement with Southern California Permanente Medical Group for Occupational Health and Safety Services (OHSS).

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 2020-2021 Budget?	Requisition #
☒ Yes ☐ No	☐ Yes ☐ No	

Rate Sheet	General Fund
(Amount)	(Name of funding source and/or location)

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

KAISER PERMANENTE®

Company Name: SAN YSIDRO SCHOOL DIST **Date:** March 3, 2021

Corporate Address:	4350 Otay Mesa Road			**City, State:**	San Ysidro, CA	**Zip:**	92173
Primary Contact:	Alexis Tapia	**Email:**	alexis.tapia@sysdschools.org	**Phone:**	(619) 428-4476 ext. 3013	**Fax:**	(619) 662-1823
Alternate Contact:	Linda Gonzalez	**Email:**	linda.gonzales@sysdschools.org	**Phone:**	(619) 428-4476 ext. 3017	**Fax:**	(619) 662-1823
Billing Address:	Keenan & Associates 2355 Crenshaw Blvd., Suite 200			**City, State:**	Torrance, CA	**Zip:**	90501
Billing Contact:	Mary Boyer/SETECH	**Email:**	mboyer@keenan.com	**Phone:**	(310)212-0363 x2550	**Fax:**	310-328-6793

Re: Letter of Agreement for Occupational Health and Safety Services between The Southern California Permanente Medical Group, ("Service Provider") and SAN YSIDRO SCHOOL DIST, ("Authority")

Dear Marilyn Adrianzen,

Through a series of meetings, SAN YSIDRO SCHOOL DIST and The Southern California Permanente Medical Group ("SCPMG") have reached an agreement regarding SCPMG's provision of occupational health and safety services to SAN YSIDRO SCHOOL DIST. The purpose of this letter is to set forth this agreement.

SCPMG, through its Occupational Health Centers collectively known as Kaiser Permanente On-the-Job, will provide occupational health and safety services, as requested by SAN YSIDRO SCHOOL DIST. This letter does not obligate SAN YSIDRO SCHOOL DIST to utilize SCPMG services, but it does set forth applicable prices and conditions of such services when elected by SAN YSIDRO SCHOOL DIST.

What SCPMG Will Do For SAN YSIDRO SCHOOL DIST

SCPMG physicians and other practitioners will provide services for SAN YSIDRO SCHOOL DIST's current or prospective workers as requested by SAN YSIDRO SCHOOL DIST. The prices for such services are listed in Schedule A, attached to this letter. SCPMG will complete appropriate documentation of those services. If further tests or other services are required, SCPMG will notify SAN YSIDRO SCHOOL DIST. SCPMG shall submit a monthly invoice to SAN YSIDRO SCHOOL DIST for services rendered during the previous month.

SAN YSIDRO SCHOOL DIST's Obligations

If and when SAN YSIDRO SCHOOL DIST determines to send prospective employees or employees to SCPMG for services, SAN YSIDRO SCHOOL DIST will specify the services to be performed by SCPMG. SAN YSIDRO SCHOOL DIST agrees to pay SCPMG for services rendered within thirty days after receipt of the invoice.

General Provisions of This Letter of Agreement

This letter of agreement is effective as of 3/12/2021 and will be in force for the period of 3/12/2021 through of 3/11/2022 and for consecutive 12-month periods thereafter, unless either party provides written notification of termination at least 30 days before the end of each 12-month period. Automatic renewals shall not exceed 4 years. This letter of agreement can also be terminated by either party; such termination shall be effective thirty days from the notice of the terminating party. This letter of agreement replaces any previous agreements between SCPMG and SAN YSIDRO SCHOOL DIST and will control the relationship between SCPMG and SAN YSIDRO SCHOOL DIST until it is terminated, amended or replaced.

SCPMG reviews its prices for occupational health and safety services on a yearly basis. If SCPMG determines to change its prices, it shall notify SAN YSIDRO SCHOOL DIST of any price changes at least 45 days prior to the effective date of the change.

General Indemnification

The Service Provider shall hold harmless, indemnify and defend the Authority and its officers, employees, commissioners, servants, agents, successors, assigns, instrumentality entities, subsidiaries and related non-profit corporations, as well as the directors, officers, employees, commissioners, servants, agents, successors, and assigns of the Authority's instrumentality entities, subsidiaries, and related non-profit corporations (collectively, "Indemnified Parties") from and against all claims, actions, lawsuits, complaints, demands, damages, liabilities, losses, obligations, taxes, settlements, judgments, costs or expenses (including without limitation reasonable attorney fees and costs), whether or not involving a third party claim, which arise out of, relate to, or result from a judicial finding of (i) any breach of any representation or warranty of Service Provider contained in this Contract; (ii) any breach of any covenant or other obligation or duty of the Service Provider under this Contract or under applicable law; and/or (iii) any acts or omissions by Service Provider or subcontractor of any tier. This indemnification provision shall not apply to any claims resulting solely from the gross negligence or willful misconduct of the Authority, the Authority's officers, employees, commissioners, servants, agents, successors, assigns, instrumentality entities, subsidiaries, and related non-profit corporations, or the directors, officers, employees, commissioners, servants, agents, successors, and assigns of the Authority's instrumentality entities, subsidiaries, and related non-profit corporations. The Service Provider's obligations set forth above shall survive the expiration or termination of the Term of this Contract, including any Option Term.

The Authority does not, and shall not waive any rights that it may have against the Service Provider by reason of the acceptance by the Authority, or the deposit with the Authority, of any insurance policies or endorsements required pursuant to this Contract. This indemnification provision shall apply regardless of whether or not said insurance policies or endorsements are determined to be applicable to any claims, actions, lawsuits, complaints, demands, damages, liabilities, losses, obligations, taxes, settlements, judgments, costs or expenses described above.

Miscellaneous

This Agreement will be governed in accordance with the laws of the State of California without reference to conflict of laws principles. This Agreement may be executed in separate counterparts, none of which need contain the signatures of both Parties, and each of which, when so executed, shall be deemed an original and all together constitute and be one of the same instrument. The Parties agree that an electronic signature or a scanned or electronically reproduced copy or image of this Agreement bearing the signatures of the Parties will be deemed an original and will represent competent evidence of the execution, terms and existence of this Agreement notwithstanding the failure or inability to produce an original, executed counterpart of this Agreement, and without the requirement that the unavailability of such original executed counterpart of this Agreement first be proven. Any determination that any provision of this

Agreement or any application thereof is invalid, illegal, or unenforceable shall not affect the validity, legality, and enforceability of such provision in any other instance, or the validity, legality or enforceability of any other provision of this Agreement. This Agreement contains the complete understanding among the Parties with respect to the subject matter of this Agreement and supersedes all prior or contemporaneous oral or written representations, communications, proposals or agreements not expressly included. All Exhibits to this Agreement are incorporated into this Agreement by this reference. No changes, amendments, cancellation, or modification to this Agreement will be effective unless signed by duly authorized representatives of both Parties.

Please indicate your agreement with the terms of this Agreement by signing the enclosed copy of this Agreement and returning it to [Crystal Campbell via Adobe Sign]

The Southern California Permanente Medical Group

Occupational Medicine Regional Coordinating Chief– SCAL:	Thomas W. Wang, MD
Signature:	_____
Date:	_____

SAN YSIDRO SCHOOL DIST

Company Representative:	Marilyn Adrianzen
Signature:	_____
Date:	_____
Title:	Chief Business Officer

LOA Created By:	Cheryl Finigan/cc
LOA Creation Date:	March 3, 2021

KAISER PERMANENTE®

Schedule A

OCCUPATIONAL HEALTH AND SAFETY SERVICES TO BE PROVIDED TO SAN YSIDRO SCHOOL DIST

Services will be provided to SAN YSIDRO SCHOOL DIST as follows:

Billing Code	Description of Services	Cost of Services
PREPLACEMENT EXAM (PP1) **Group I & II**		
300388	Preplacement Physical Exam	$65.00
Per Employer Request:		
86580	PPD, one placement and one reading - OR -	$20.00
80305	Instant Test for Drug Screen -6 Panel	$25.00
82075	Breathalyzer, alcohol screen	$30.00
97750	Lift Test Evaluation, each 30 minutes (Physical Ability Test)	$77.00
As Clinically Indicated:		
300464	Medical Review Officer Fee	$40.00
300421	Breathalyzer, alcohol confirmatory test (positive screen test)	$30.00
71045	Chest X-Ray for positive PPD (1 view)	$55.00
71046	Chest X-Ray for positive PPD (2 views)	$75.00
99211	Brief encounter with non-MD Provider (PPD-Review of Symptoms Form)	$25.00
DMV/DOT EXAM (DMV) **Group III: Bus Drivers**		
300390	DMV/DOT Physical Exam	$115.00
Per Employer Request:		
86580	PPD, one placement and one reading	$20.00
300465	Urine Drug Screen – DOT with MRO	$60.00
82075	Breathalyzer, alcohol screen	$30.00
97750	Lift Test Evaluation, each 30 minutes (Physical Ability Test)	$77.00
As Clinically Indicated:		
74015	Chest X-Ray for positive PPD (1 view)	$55.00
71046	Chest X-Ray for positive PPD (2 views)	$75.00
99211	Brief encounter with non-MD Provider (PPD-Review of Symptoms Form)	$25.00
330421	Breathalyzer, alcohol confirmatory test (positive screen test)	$30.00

If SAN YSIDRO SCHOOL DIST is requesting a health screening/physical examination of a job applicant/employee, SAN YSIDRO SCHOOL DIST will provide to SCPMG detailed information concerning the physical requirements for performing the job at issue. This information should include a written job description, including physical and mental requirements and environmental conditions. The examination and any medical conclusions will be based on the information furnished by SAN YSIDRO SCHOOL DIST and the physician's general understanding of the requirements of the jobs of similar nature. SCPMG conducts such examinations with SAN YSIDRO SCHOOL DIST's assurances that the examination and SAN YSIDRO SCHOOL DIST's medical inquiries are job-related and consistent with the business needs of SAN YSIDRO SCHOOL DIST, and otherwise comply with all applicable legal obligations.

Based on its health screening/physical examination of a job applicant/employee, SCPMG will advise SAN YSIDRO SCHOOL DIST of the following: a) the applicant/employee's physical limitations, if any, and the specific job tasks that cannot be performed and/or environmental conditions, if any, that are related to any risk to health and safety, and b) changes that may be made to permit the job tasks to be performed and/or eliminate/reduce the risk. SCPMG will make no determination of whether job tasks are essential to the position in question. Any changes that are recommended are advisory only, based on the physician's general understanding of the job and environment in question, and are not intended to supplant the right of SAN YSIDRO SCHOOL DIST to determine what modifications are available and reasonable.

To the extent that other conditions are identified, SCPMG will also: a) notify the employee/applicant of any medical condition, identified during the limited medical evaluation that SAN YSIDRO SCHOOL DIST requested, that SCPMG believes requires further attention, and recommend that the employee/applicant seek care from his or her personal provider, thereby encouraging health and wellness, leading to a more productive workforce, and b) upon authorization of the employee/applicant, SCPMG will inform his or her personal medical provider by transmitting copies of the medical records created during the visit.

SCPMG will maintain a medical record, for each individual that will contain records of employer requested services, in addition to past, present and future services requested by the employee/applicant.