Regular Governing Board Meeting

CABRILLO UNIFIED SCHOOL DISTRICT

Published on Friday, April 11, 2025 | Revised on Monday, April 14, 2025Revised on Friday, April 25, 2025

Date and Time
Thursday, April 24, 2025 at 6:00 PM

Location
Cunha Intermediate School Library Room, 600 Church Street, Half Moon Bay, California 94019

Broadcast Live on PacificCoast.TV

Recordings will be made accessible to the public on the days following the meeting on YouTube at: https://www.youtube.com/playlist?list=PLFUunuheJ0ZVRqCNQQy7IC-5fv3KEKlPr.

Spanish Translation: https://drive.google.com/file/d/15IrKKNj9vQsOpT57nS2JkPTUtXmTYMyH/view

In compliance with the Americans with Disabilities Act, individuals requiring special accommodations, such as accessible seating or documentation in an accessible format, should contact the Administrative Assistant to the Superintendent at acostar@cabrillo.k12.ca.us or (650) 240-3146. Please notify the District at least 48 hours before the meeting to arrange reasonable accommodations, auxiliary aids, or services.

The District provides Spanish interpretation upon request. To request this service, please contact the Administrative Assistant to the Superintendent at acostar@cabrillo.k12.ca.us or (650) 240-3146.

Documents provided to a majority of the Governing Board regarding any open session item on the agenda will be available for public inspection at the District Office, located at 498 Kelly Avenue, Half Moon Bay, California, during regular business hours. These documents are also accessible on the District's website at cabrillo.k12.ca.us.

PUBLIC COMMENTS GUIDELINES

Members of the public are encouraged to participate in Board meetings and share their views on agenda items or matters within the Board's jurisdiction. Public comments can be provided in two ways:

Submission of Written Comments in Advance: Written comments can be submitted using the Google Public Comments form at cusd.info/comments. Comments are accepted from the posting of the agenda until **3:00 p.m. on the day of the meeting**. Comments should not exceed 300 words. While longer

comments may not be shared publicly during the meeting, all comments received by the deadline will be made available to Board members and included in the meeting minutes.

Provision of In-Person Comments During the Meeting: To address the Board during the meeting, members of the public must submit a “Request to Address the Board” slip to the Administrative Assistant to the Superintendent **before the agenda item is introduced**. Slips are available on the handout table. When recognized by the Board President, speakers should proceed to the podium and keep their comments brief.

The Board limits total public input to **20 minutes per item**. The Board President may adjust time limits as necessary to accommodate diverse viewpoints. In exceptional cases requiring extended public input, the Board President, with Board consent, may adjust the time allotted per speaker or for overall public input. Members of the public with similar viewpoints may be asked to designate representatives to speak on their behalf. The Administrative Assistant will monitor time and notify speakers when 30 seconds remain and when time is up.

- **Nonagenda and Consent Items** may be addressed under "Public Comments on Nonagenda or Consent Items."
- **Agenda Items** may be addressed after the staff presentation.
- **Closed Session Items** may be addressed under "Public Comments on Closed Session Topics."

IMPORTANT BOARD PROTOCOLS REGARDING PUBLIC COMMENTS

The CUSD Governing Board does not act upon nonagendized matters except under limited circumstances as permitted by law. Matters raised during public comments will be referred to staff for further examination and action where appropriate.

Page

1. OPENING ITEMS

a. Call Public Session to Order

b. Roll Call / Quorum

c. Pledge of Allegiance

d. Approval of the Agenda

2. SPOTLIGHT THE COASTSIDE WAY!

a. Celebrating Our Success

1. **Community Celebrations**
    a. Kings Mountain Fair Board of Directors
2. **Schools Celebrations**
    a. Half Moon Bay High School Girls Varsity Basketball Team
    b. Kings Mountain Elementary Students
    c. Kings Mountain Elementary Leader

b. Kings Mountain Elementary Presentation (Presentation) 10 - 21

Supporting Documents/Attachments:

1. Kings Mountain Presentation Slide 2025.pdf

c. Student Board Members Report

1. Half Moon Bay High School Student Board Member
2. Pilarcitos High School Student Board Member

3. GENERAL BUSINESS

a. Bond Program Construction Update (Presentation) 22 - 41

Supporting Documents/Attachments:

1. CUSD Bond Construction Update Presentation 04.24.2025.pdf

b. Approval of Resolution No. 15-2025 Non-Reemployment of Classified Employees.pdf (Action) 42 - 43

Supporting Documents/Attachments:

1. Resolution No. 15-2025.pdf

c. Approval of Resolution No. 16-2025 Non-Reemployment of Certificated Employees (Action) 44 - 45

Supporting Documents/Attachments:

1. Resolution No. 16-2025.pdf

d. Public Hearing and Approval of Resolution No. 13-2025: Support of Application for Eligibility Determination and Funding; Designation of Authorized District Representatives (Public Hearing & Action) 46 - 49

Supporting Documents/Attachments:

1. Notice of Public Hearing for Resolution No. 13-2025 Support of Application for Eligibility Determination Designation of Authorized District Representatives.pdf
2. Resolution No. 13-2025 Support of Application for Eligibility Determination Designation of Authorized District Representatives.pdf

e. Approval of Resolution No. 14-2025 State Allocation Board and School Facility Program Beyond Bond Authority Acknowledgment (Action) 50 - 52

Supporting Documents/Attachments:

1. Resolution No. 14-2025 State Allocation Board and School Facility Program Beyond Bond Authority Acknowledgment.pdf

f. Approval of Program Coordinator for Special Job Description and Salary Placement (Action) 53 - 58

Supporting Documents/Attachments:

1. Program Coordinator of Special Education Job Description and Salary Placement.pdf

g. Approval of Superintendent Contract (Action) 59 - 70

Supporting Documents/Attachments:

1. 2025-29_Superintendent_Contract_Miramontes.pdf

4. COMMUNICATIONS

a. Public Comments on Nonagenda or Consent Items

b. Employee Organizations Report

1. Cabrillo Unified Teachers Association (CUTA) Representatives

2. California School Employee Association (CSEA) Representatives

5. CONSENT AGENDA

Items listed under the Consent Agenda are of a routine nature and are not anticipated for Board discussion. The Superintendent recommends their approval. If any Board member requests the removal of an item from the consent agenda, it shall be taken off and individually considered as a regular agenda item. The Consent Agenda requires a motion, a second, and approval by a roll call vote. Each item approved by the Governing Board on the Consent Agenda is considered in full and adopted as recommended.

a. Ratification of Proclamation Recognizing April as National Autism Acceptance and Inclusion Month 71 - 73

Supporting Documents/Attachments:

1. Proclamation April 2025 as Autism Acceptance and Inclusion Month.pdf

b. Adoption of Proclamation Recognizing May 2025 as Asian American and Pacific Islander Heritage Month 74 - 76

Supporting Documents/Attachments:

1. Proclamation May Asian and Pacific Islander History Month 2025.pdf

c. Adoption of Proclamation Recognizing May 2025 as Jewish American Heritage Month 77 - 79

Supporting Documents/Attachments:

1. Proclamation May as Jewish American History Month 2025.pdf

d. Adoption of Proclamation Declaring May 5th–9th, 2025 as Student Mental Health Week 80 - 82

Supporting Documents/Attachments:

1. Proclamation May Mental Health Week 2025.pdf

e. Approval of Cabrillo Education Foundation MOU 2025-35 83 - 86

Supporting Documents/Attachments:

1. CEF MOU 2025-35.pdf

f. Approval of Boys and Girls Club of the Coastside Summer Program 2025 MOU 87 - 90

Supporting Documents/Attachments:

1. BGCC_ELOP Summer Program_MOU_2024-25.pdf

g. Approval of South San Francisco Unified School District Round 7 Strong Workforce Program Grant MOU 91 - 102

Supporting Documents/Attachments:

1. SSFUSD_SWP Rd. 7_MOU_2024-25.pdf

h. Approval of Certificated Personnel Report 103

i. Approval of Classified Personnel Report 104

j. CUTA Initial Proposals for Reopener Negotiations 2025-2026 - REMOVED 105 - 106

2025 CUTA Sunshine Letter.pdf

Note: This item was removed during the approval of the agenda.

k. Approval of Student Teacher Contract Renewal with SFSU 107 - 113

Supporting Documents/Attachments:

1. SFSU Student Teacher Contract Renewal_Redacted.pdf

l. Enrollment Report 114 - 115

Supporting Documents/Attachments:

1. 2024-25 Enrollment Report Period 8.pdf

m. Approval of Donations to Cabrillo Unified School District 116 - 117

Supporting Documents/Attachments:

1. Summary Site Donations 04.24.2025.pdf

n. Information on Warrant Register Report Processed 118 - 148

Supporting Documents/Attachments:

1. 030125-033125 Warrant Register.pdf

o. Approval of Bid Award for E-rate Provider GIGAKOM for the 2025-26 School Year 149 - 151

Supporting Documents/Attachments:

1. GIGAKOM Quote for E-Rate.pdf

p. Approval of 2nd and 3rd Amendments to the March 2017 MOU with Boys & Girls of the Coastside 152 - 160

Supporting Documents/Attachments:

1. 2nd Amendment to March 2017 MOU with Boys & Girls Club of the Coastside_REVISED.pdf
2. 3rd Amendment: addition of Baseball Complex to Boys & Girls

Club of the Coastside

Update: *Attachment* ***1. 2nd Amendment to March 2017 MOU with Boys & Girls of the Coastside*** *was revised on April 14, 2025.*

q. Approval of Williams Uniform Complaints Reports for Second and Third Quarters of the 2024–25 School Year (Education Code §35186) — 161 - 163

Supporting Documents/Attachments:

1. Williams_UCP_Report_Q2_2024-25_Revised.pdf
2. Williams_UCP_Report_Q3_2024-25.pdf

r. Approval of Governing Board Meeting Minutes — 164 - 184

Supporting Documents/Attachments:

1. Special Meeting - Mar 15 2025 - Minutes - Html
2. Regular Meeting - Mar 20 2025 - Minutes - Html
3. Special Meeting - Apr 05 2025 - Minutes - Html

s. Approval of Governing Board Policy Updates as Recommended by the California School Boards Association and CUSD Staff — 185 - 253

Supporting Documents/Attachments:

Policy Guidesheet.pdf

1. 0420.4 BP Charter School Authorization_0323_DRAFT.pdf
2. 0420.41 BP Charter School Oversight_0623_DRAFT.pdf
3. 1340 BP Access To District Records_0325_DRAFT.pdf
4. 1431 BP Waivers_1223 DRAFT.pdf
5. 3580 BP District Records_0325_DRAFT.pdf
6. 3600 BP Consultants_0321_DRAFT.pdf
7. 4111 BP Recruitment And Selection_0324_DRAFT.pdf
8. 4112.2 BP Certification_0623_DRAFT.pdf
9. 4118 BP Dismissal_Suspension_Disciplinary Action_0922_0324_DRAFT.pdf
10. 4119.1 BP Civil And Legal Rights_0922_DRAFT.pdf
11. 4140 BP Bargaining Units_0622_0623_0324_DRAFT.pdf
12. 4151 BP Employee Compensation_0923_DRAFT.pdf
13. 4157 BP Employee Safety_0324_DRAFT.pdf
14. 4211 BP Recruitment And Selection_0324_DRAFT.pdf
15. 4216 BP Probationary_Permanent Status_0922_DRAFT.pdf
16. 4218 BP Dismissal_Suspension_Disciplinary Action_0922_0323_0324_DRAFT.pdf

17. 4219.1 BP Civil And Legal Rights_0922_DRAFT.pdf
18. 4240 BP Bargaining Units_0622_0623_0324_DRAFT.pdf
19. 4251 BP Employee Compensation_0923_DRAFT.pdf
20. 4257 BP Employee Safety_0324_DRAFT.pdf
21. 4311 BP Recruitment And Selection_0324_DRAFT.pdf
22. 4319.1 BP Civil And Legal Rights_0922_DRAFT.pdf
23. 4340 BP Bargaining Units_0622_0623_0324_DRAFT.pdf
24. 4351 BP Employee Compensation_0923_DRAFT.pdf
25. 4357 BP Employee Safety_0324_DRAFT.pdf
26. 5125 BP Student Records_0325_DRAFT.pdf
27. 5145.13 BP Response To Immigration Enforcement_0325_DRAFT.pdf
28. 6170.1 BP Transitional Kindergarten_1223_1224_DRAFT.pdf
29. 9323.2 BB Actions By The Board_0324_DRAFT.pdf

6. GOVERNING BOARD REPORTS

a. Board Members

b. Superintendent Report

7. CLOSED SESSION

a. Identification of Closed Session Topics of Discussion

b. Public Comments on Closed Session Items

c. Adjournment to Closed Session

d. **CONFIDENTIAL STUDENT MATTERS**

Action Under Consideration: Approval of Individual Services Agreement for Case No. 021425 and Case No. 040225

e. **CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION (Government Code 54956.9(d)(1))**

Name of Case: 030525

f. **CONFERENCE WITH LABOR NEGOTIATORS (Government Code §54957.6)**

- District-designated representatives: Dr. Ramon Miramontes, Interim Superintendent
- Employee organizations: Cabrillo Unified Teachers

Association, California School Employees Association Chapter 485, and Unrepresented

g. Adjournment of Closed Session and Reconvening to Open Session

h. Closed Session Action Report

8. CLOSING ITEMS

a. Adjournment of the Meeting

CABRILLO UNIFIED SCHOOL DISTRICT

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INTERIM SUPERINTENDENT
Dr. Ramon Miramontes

GOVERNING BOARD
Mary Beth Alexander
Peter Cerneka
Lizet Cortes
Carmen Daniel
Breanna Lafontaine

MEMORANDUM

MEETING DATE: April 24, 2025
TO: Members of the Governing Board
FROM: Leticia Bhatia, Ed.D., Deputy Superintendent of Educational Services
Debbie Silveria, Site Coordinator, Kings Mountain Elementary
CATEGORY: Presentation
ITEM TITLE: Kings Mountain Elementary Presentation

BACKGROUND INFORMATION

Kings Mountain Elementary Site Coordinator, Debbie Silveria, will provide an overview of the school's unique site-based programs.

FISCAL ANALYSIS

This item does not create an impact the General Fund.

RECOMMENDATION

This item is presented for information only.

Prepared by: *Josefina Infanzon*

CABRILLO UNIFIED SCHOOL DISTRICT

A place where all children dream and achieve!

Kings Mountain Elementary School

Debbie Silveria, Site Coordinator

Governing Board Meeting

April 24, 2025

AGENDA

1. School Overview
2. Data Overview by Subgroup (EL, SPED, Low-Socioeconomic, ethnicity, etc)
   a. Attendance Data, Suspensions, and Expulsions
   b. SEL Data
   c. State Assessments (ELPAC, CAASPP, CAST, CSA (only for Hatch, Cunha, and HMBHS)
   d. RFEP Data
3. CA Dashboard School Overview
4. Enrichment Learning Opportunities (STEM/STEAM/VAPA/Environmental Sustainability, etc)
5. SPSA Overview
   a. 3 glows
   b. 1 grow
6. Other



School Overview

About Kings Mountain

Kings Mountain is located eight and one-half miles south of Highway 92, off of Highway 35. The school has three TK-5 combination classrooms.

We take pride in our ability to foster the development of creative, courageous, and compassionate human beings who are committed to realizing their full potential while supporting others to do the same.

The school promotes a powerful, cohesive partnership that actively involves students, parents, teachers, staff, and the community in accomplishing our mission.



Kings Mountain groups

Asian: 2%

English Learners: 2%

Hispanic: 18.3%

Two or More Races: 4%

Socioeconomically Disadvantaged: 24%

Students with Disabilities: 11%

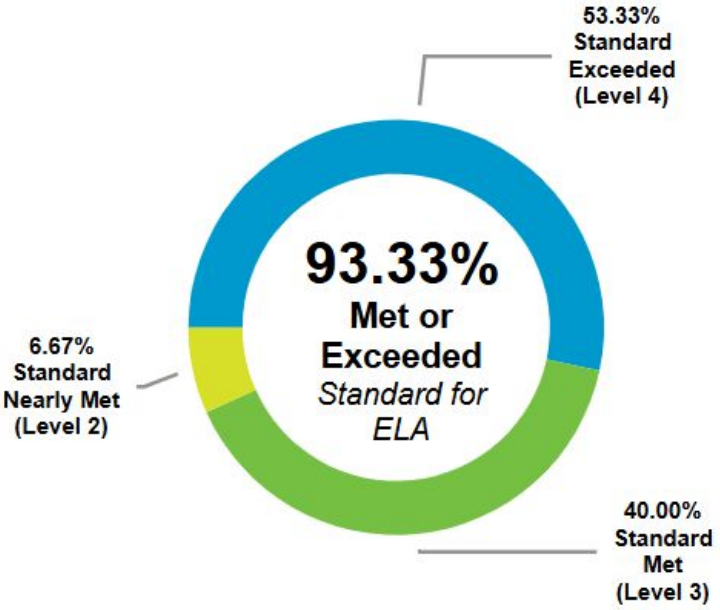
White: 76%

When there are fewer than 11 students, data is not displayed for privacy

Academic Performance

ELA

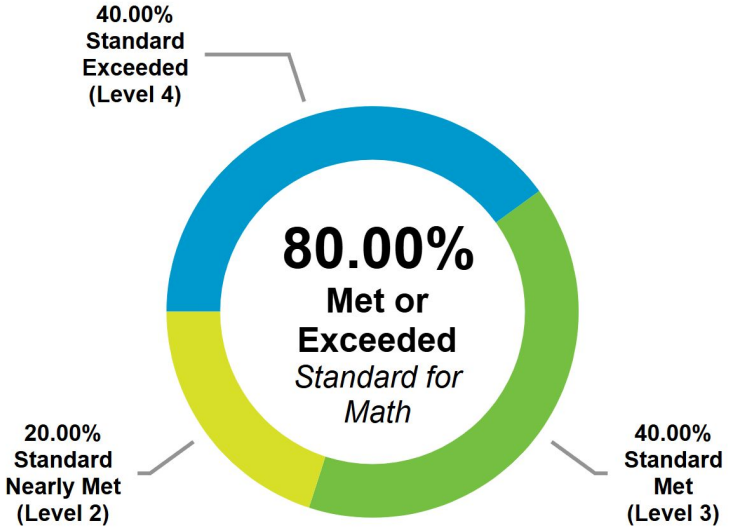
Percent of students within each achievement level



Standard Not Met (Level 1) is 0.00%

Mathematics

Percent of students within each achievement level



Standard Not Met (Level 1) is 0.00%

Enrichment Learning Opportunities

Physical Education

The HEAL Project

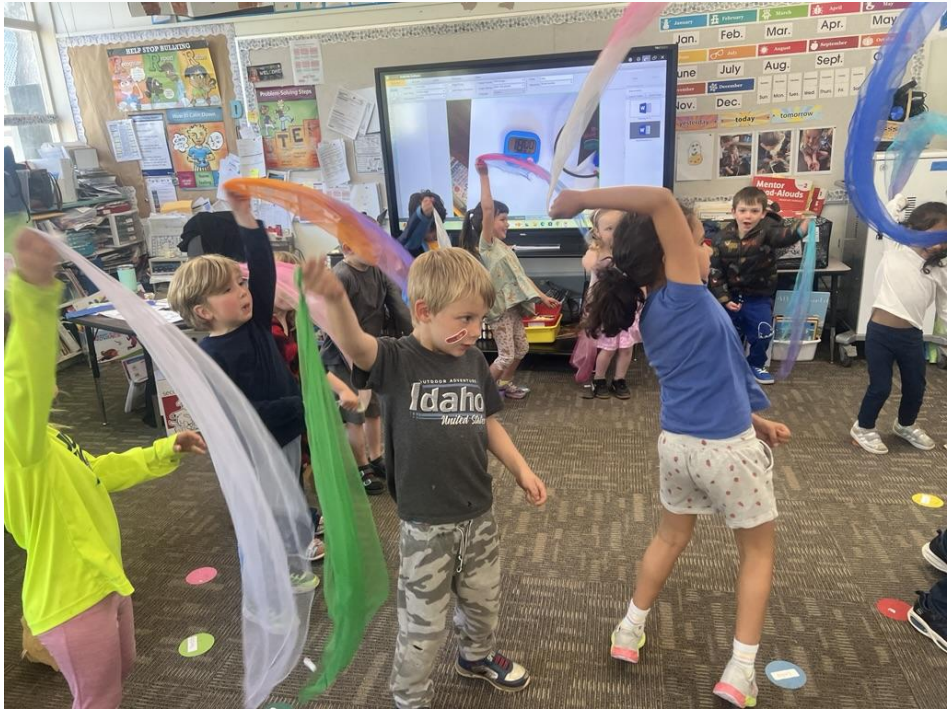
Community School of Music and Arts

Art in Action

TK-5 Science Class

Young Audience Hip Hop

Young Audience Latin Dance



Educational Celebrations

Stone Soup

100 - Day

Great Kindness Challenge - Sock Drive

Read-a-thon

Science Fair

Field Day

Hip-Hop Family Engagement Night

Latin Dance Family Engagement Night





SPSA Overview



Glows

- Implemented TK Ready to Advance Benchmark curriculum.
- During the Great Kindness Challenge, the Kings Mountain community gathered 112 pairs of new socks to show our ‘Love for LA’ and provide students whose schools burnt down support.
- Young Audience Hip Hop and Latin Dance instruction provided for all students and presented at Family Engagement evenings.

Grows

- Continue supporting our At-Promise students academically and emotionally leading to better performance on local and state assessments.



Kings Mountain Honors and Acknowledges all students

The Kings Mountain volunteer fire brigade. The students sell cookies, pull wagons, face paint and help with trays and recycling.

Although we do not have sports teams or other groups doing extracurricular activities our students volunteer their time at the Kings Mountain Art Fair, which supports not only our school but honor all our students!



KINGS MOUNTAIN ELEMENTARY SCHOOL

Every Student Seen.
Every Name Known.
Every Day.







CUSD CABRILLO UNIFIED SCHOOL DISTRICT
A place where all children dream and achieve!

Questions?

Thank you!

CABRILLO UNIFIED SCHOOL DISTRICT

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INTERIM SUPERINTENDENT
Dr. Ramon Miramontes

GOVERNING BOARD
Mary Beth Alexander
Peter Cerneka
Lizet Cortes
Carmen Daniel
Breanna Lafontaine

MEMORANDUM

MEETING DATE: April 24, 2025
TO: Members of the Governing Board
FROM: Jennifer Marsh, Chief Business Officer
Drew Gamet, Bond Program Fiscal Project Director
Roger Anchartechahar, Senior Project Manager, Vanir Construction Management
CATEGORY: Presentation/Information
ITEM TITLE: Bond Program Construction Update

BACKGROUND INFORMATION

The Cabrillo Unified School District (CUSD) Bond Program currently funds modernization projects at El Granada and Farallone View Elementary Schools, which are progressing as scheduled. Staff will continue to update the CUSD Governing Board on the Bond Program projects.

REPORT/PROPOSAL

Preliminary planning is underway for renovations at Half Moon Bay High School based on input from students, staff, and the community. In addition, several other projects are already in the planning stages across the district, including a new playground at Farallone View Elementary School, a shade structure at Hatch Elementary School, the demolition of the storage building at Kings Mountain Elementary School, and turf replacements at our athletic fields.

FISCAL ANALYSIS

The CUSD Bond Program is financed with Bond funds in Fund 21.

RECOMMENDATION

Receive the CUSD Bond Program Construction Update Presentation

Prepared by: *Holly Lynne*

CABRILLO UNIFIED SCHOOL DISTRICT

Every Student, Every Day!

Bond Program Construction Update

Drew Gamet, Bond Program Fiscal Project Director

Roger Anchartechahar, Senior Project Manager, Vanir Construction Management

April 24, 2025

District Projects

- Modernization of playground at Farallone View Elementary
- Fencing at CCP at Farallone View Elementary
- Hatch Elementary shade structure
- Storage building demolition at Kings Mountain Elementary
- Turf replacement at HMBHS Baseball field & Cunha soccer field

Fields at HMBHS and Cunha Intermediate

- Full turf replacement at the Baseball Field at Half Moon Bay High School
- Full turf replacement at Soccer Field at Cunha Intermediate School
- Community input has been received
- Design and implementation meetings are ongoing
- Target start date: June 9, 2025
- Partnership with Boys & Girls Club of the Coastside

HMBHS Programming & Project Design (First 120 Days)

Team Integration- Establish project team alignment, validate program goals, and review existing facilities and procedures.
Communications- Develop governance structure, reporting formats, and community engagement processes.
Program Visioning- Update master plan, prioritize projects, and determine resource allocation and delivery methods.
Project Definition- Establish educational specifications, develop master budgets and schedules, and validate project parameters.
Governance & Reporting- Coordinate with regulatory authorities, establish review procedures, and implement document control systems.
Project Controls- Implement accountability software, integrate reporting systems, and develop standardized project management procedures.
Implementation Plan- Roll out program schedule and budget, secure stakeholder approvals, and procure professional services.

HMBHS- Getting started with input

Areas of focus by the participants

- Academic Spaces
- Technology & Infrastructure
- Athletic Facilities
- Security & Safety
- Community Connections
- Site Navigation & Access
- Support Service Facilities
- Storage & Aesthetics
- Student Experience

Measure M,S & K Bond Program Schedule

CUSD BOND PROGRAM	2024	2025										2026							
UPDATE: 4/8/25	December	Jan	Feb	Mar	Apr	May	June	July	August	September	October	November	December	Jan	Feb	Mar	Apr	May	June	July	August
Projects							Summer												Summer		
MEASURE M & S BOND PROJECTS - IN PROGRESS																					
Farallone View ES Modernization																					
Construction Phase	Construction									Closeout											
El Granada Elementary School .5 & Phase 1																					
Construction Phase	Construction									Closeout											
El Granada Elementary School Phase 2																					
Design Phase/DSA Period/Construction Phase	DSA Review					Board	Construction														
Procurement / LLBE Precon Activities																					
HMB High School Kitchen & Trainer's Room (DBB) - HOLD																					
Design DSA / Construction Phase - Trainer's Room																					
Design DSA / Construction Phase - Kitchen Mod																					
HMB HS & Cunha MS Sports Field Replacement																					
Design / Construction Phase - **HMBHS Baseball Field**					Des -	Ad/Bd	Construction			C/O											
Design / Construction Phase - **Cunha MS Soccer Field**					Des -	Ad/Bd	Construction			C/O											

Farallone View Elementary School

- Construction Company: CORE Construction Inc.
- Architects: Studio W Architects
- Total Project Budget: $28,151,503
- Schedule: 8/1/2023 – 8/1/2025
- Status: Construction Started:

  > Building A Modernization Completed 8/2/2024

  > Building B and MU Modernization 8/31/2025

  > Excellent Progress With Construction

Farallone View Construction Progress Photos



Farallone View Shade Structure



Farallone View B Bldg. Classroom Progress



El Granada Elementary School

1. Construction Company:– Rodan Builders
2. Architects: Quattrocchi Kwok Architects Firm (QKA)
3. Budget/Schedule: $22,803,287 **/** 6/5/2024 – 8/31/2025
4. Status: **DSA Approved of Phase 1 (1 and 2 below)**:

    A. New Building C Construction – In Progress

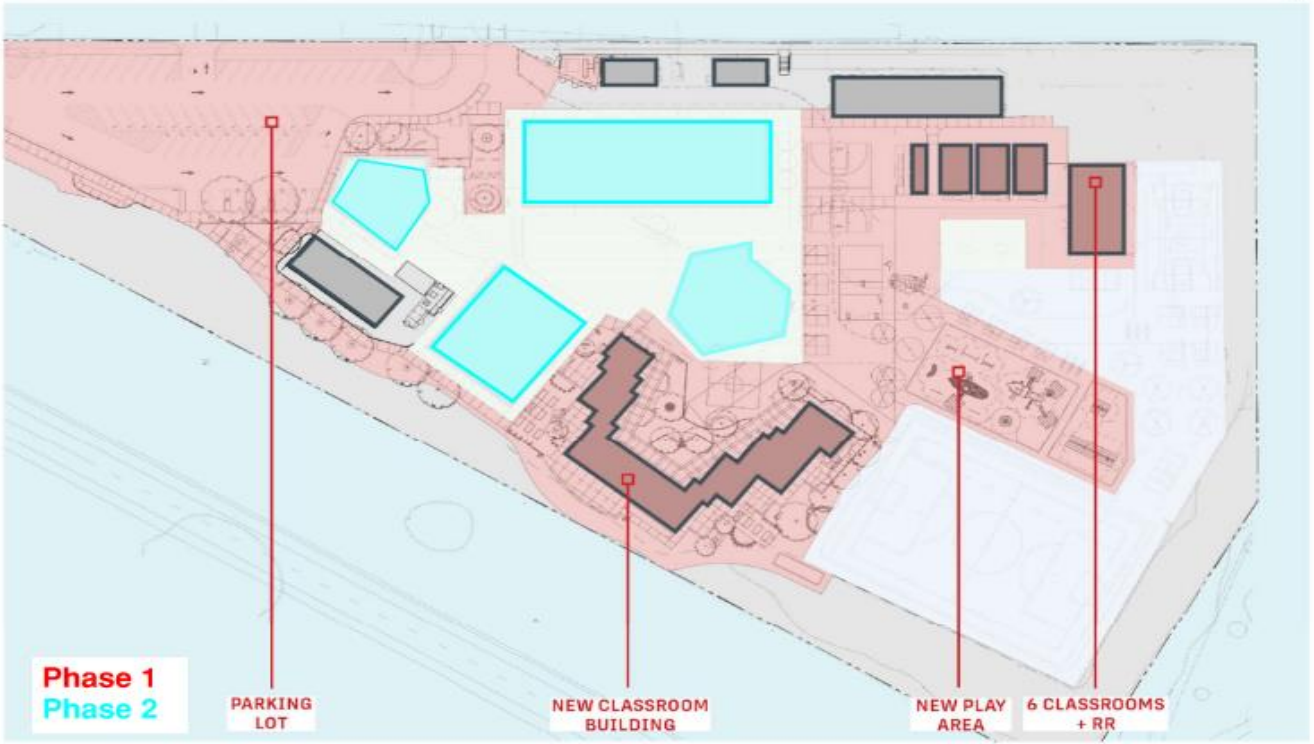
    B. Modernizing Buildings A,D, K, M – DSA Approval In Progress

5. Coastal Development Permit for Parking Lot Lighting:

    A. Aug 2024–April 2025

CAMPUS SITE PLAN - Phase 1 & Phase 2

EL GRANADA ELEMENTARY SCHOOL | PHASES I, II & FUTURE



El Granada Parking Lot Lighting Update

1. Design team is moving forward with District declaration to change from Lighting Zone 2 to Lighting Zone 1.
2. Community notification to be sent when design is complete.

Framing of Gridline 5-7 and Waterproofing



Inner Courtyard Waterproofing Progress



Electrical & Fiber Infrastructure In Progress



Mechanical, Electrical, Plumbing In Progress



Roofing Materials Delivered To Site



Questions?

Thank you!

CABRILLO UNIFIED SCHOOL DISTRICT

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INTERIM SUPERINTENDENT
Dr. Ramon Miramontes

GOVERNING BOARD
Mary Beth Alexander
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Breanna Lafontaine

MEMORANDUM

MEETING DATE: April 24, 2025
TO: Members of the Governing Board
FROM: Bianca Forrester, M.A.Ed., Associate Superintendent of Human Resources and Student Services
CATEGORY: Consent/Action
ITEM TITLE: Approval of Board Resolution No. 15-2025 Regarding Non-Reemployment of Classified Employees

BACKGROUND INFORMATION

On February 27, 2025, the Board of Education of the Cabrillo Unified School District ("District") adopted Resolution No. 05-2025 authorizing the reduction of classified services. On or before March 15th, affected employees were notified.

REPORT/PROPOSAL

This resolution is to implement the reduction of classified services for the 2025-26 school year and to authorize the Superintendent or his designee to issue appropriate notices to affected employees in accordance with California Education Code.

The decrease or reduction of classified positions is permitted under the provisions of California Education Code § 45114, 45115, 45117, 45298, and 45308.

FISCAL ANALYSIS

There is no impact to the current budget, the district anticipates a positive impact to the 2025-26 budget.

RECOMMENDATION

Staff recommends approval of Resolution No. 15-2025 as submitted.

Prepared by: *Jackie Sullivan*

RESOLUTION NO. 15-2025
BEFORE THE GOVERNING BOARD
OF THE CABRILLO UNIFIED SCHOOL DISTRICT
SAN MATEO COUNTY, CALIFORNIA

REGARDING NON-REEMPLOYMENT OF CLASSIFIED EMPLOYEES

WHEREAS, on February 27, 2025, the Governing Board of the Cabrillo Unified School District adopted Resolution No. 05-2025 to decrease certain classified services due to lack of work and/or lack of funds; and

WHEREAS, notice of non-reemployment was given to the affected employees on or before March 15, 2025; and

WHEREAS, the affected employees waived their right to a hearing, with the exception of one employee; and

WHEREAS, the Governing Board has determined to eliminate up to 3.5 FTE of the classified service and that the equivalent number of classified staff shall be non-reemployed or their hours shall be reduced for the ensuing 2025-2026 school year.

NOW THEREFORE, BE IT RESOLVED, that the employees listed below shall be non-reemployed or their hours shall be reduced for the 2025-2026 school year, effective on July 1, 2025.

#3866
#1405

BE IT FURTHER RESOLVED that the District Superintendent or his designee is hereby authorized to give notice on behalf of this Governing Board as required by Education Code section 45117 to the above-named employees before May 15, 2025.

PASSED AND ADOPTED by the Governing Board of the Cabrillo Unified School District this 24th day of April 2025, by the following vote:

Mary Beth Alexander:	____ Aye	____ No	____ Abstain	____ Absent
Peter Cerneka:	____ Aye	____ No	____ Abstain	____ Absent
Lizet Cortes:	____ Aye	____ No	____ Abstain	____ Absent
Carmen Daniel:	____ Aye	____ No	____ Abstain	____ Absent
Breanna Lafontaine:	____ Aye	____ No	____ Abstain	____ Absent

Certified by:

_____
Carmen Daniel
President of the Governing Board
Cabrillo Unified School District

Attest by:

_____
Peter Cerneka
Clerk to the Governing Board
Cabrillo Unified School District

CABRILLO UNIFIED SCHOOL DISTRICT

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INTERIM SUPERINTENDENT
Dr. Ramon Miramontes

GOVERNING BOARD
Mary Beth Alexander
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Breanna Lafontaine

MEMORANDUM

MEETING DATE: April 24, 2025
TO: Members of the Governing Board
FROM: Bianca Forrester, M.A.Ed., Associate Superintendent of Human Resources and Student Services
CATEGORY: Consent/Action
ITEM TITLE: Approval of Board Resolution No. 16-2025 Regarding Non-Reemployment of Certificated Employees

BACKGROUND INFORMATION

On February 27, 2025, the Board of Education of the Cabrillo Unified School District ("District") adopted Resolution No. 03-2025 to decrease certain certificated personnel due to a reduction in particular kinds of services. On or before March 15th, affected employees were notified. This resolution is to implement the reduction in force for the 2025-26 school year and to authorize the Superintendent or his designee to issue appropriate notices to affected employees in accordance with California Education Code.

The decrease or reduction of certificated positions for lack of funds is permitted under the provisions of California Education Code § 44955.

FISCAL ANALYSIS

There is no impact to the current budget, the district anticipates a positive impact to the 2025-26 budget.

RECOMMENDATION

Staff recommends approval of Resolution No. 16-2025 as submitted.

Prepared by: *Jackie Sullivan*

RESOLUTION NO. 16-2025
BEFORE THE GOVERNING BOARD
OF THE CABRILLO UNIFIED SCHOOL DISTRICT
SAN MATEO COUNTY, CALIFORNIA

RESOLUTION REGARDING NON-REEMPLOYMENT OF CERTIFICATED EMPLOYEES

WHEREAS, on February 27, 2025, the Governing Board of the Cabrillo Unified School District ("District") adopted Resolution No. 03-2025 to decrease certificated staff due to a reduction or elimination in particular kinds of services; and

WHEREAS, notice of non-reemployment was given to the affected employees on or before March 15, 2025; and

WHEREAS, the affected employees waived their right to a hearing; and

WHEREAS, it was determined that 2.568 full-time equivalent services of the District be reduced and an equivalent number of certificated staff be non-reemployed for the ensuing 2025-2026 school year.

NOW, THEREFORE, BE IT RESOLVED that the employees listed below shall be non-reemployed, or their work year/work day reduced, effective for the 2025-2026 school year. This action shall be effective on June 30, 2025:

#1673	0.4 FTE
#2583	1.0 FTE
#3695	0.2 FTE
#1948	0.2 FTE
#3797	0.6 FTE
#3656	0.168 FTE

BE IT FURTHER RESOLVED that the District Superintendent or designee is hereby authorized to give notice on behalf of this Board as required by Education Code sections 44949 and 44955 to the above-named employees.

PASSED AND ADOPTED by the Governing Board of the Cabrillo Unified School District this 24th day of April 2025, by the following vote:

Mary Beth Alexander:	____ Aye	____ No	____ Abstain	____ Absent
Peter Cerneka:	____ Aye	____ No	____ Abstain	____ Absent
Lizet Cortes:	____ Aye	____ No	____ Abstain	____ Absent
Carmen Daniel:	____ Aye	____ No	____ Abstain	____ Absent
Breanna Lafontaine:	____ Aye	____ No	____ Abstain	____ Absent

Certified by:

_____
Carmen Daniel
President of the Governing Board
Cabrillo Unified School District

Attest by:

_____
Peter Cerneka
Clerk to the Governing Board
Cabrillo Unified School District

CABRILLO UNIFIED SCHOOL DISTRICT

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INTERIM SUPERINTENDENT
Dr. Ramon Miramontes

GOVERNING BOARD
Mary Beth Alexander
Peter Cerneka
Lizet Cortes
Carmen Daniel
Breanna Lafontaine

MEMORANDUM

MEETING DATE: April 24, 2025
TO: Members of the Governing Board
FROM: Jennifer Marsh, Chief Business Officer
CATEGORY: Resolution/Action
ITEM TITLE: Public Hearing and Approval of Resolution 13-2025 for Support of Application for Eligibility Determination and Funding; Designation of Authorized District Representatives

BACKGROUND INFORMATION

Cabrillo Unified School District is committed to pursuing available funding opportunities to support school infrastructure and educational programs. The State Allocation Board (SAB), in coordination with the Department of General Services (DGS), administers various funding programs designed to assist school districts in maintaining and improving educational facilities. To access these funds, school districts must file applications for eligibility determination and funding, as well as certify relevant information.

REPORT/PROPOSAL

A requirement for participating in these programs is the adoption of a resolution by the Governing Board in support of the applications. Resolution No. 13-2025 satisfies this requirement by affirming the District's intent to submit applications under one or more SAB-administered programs. Additionally, the resolution designates specific District representatives who are authorized to sign and submit necessary documentation on behalf of the District.

As required by Education Code Section 101460(b)(1)(A), the Governing Board is holding a public hearing to solicit input from the community regarding the proposed facility projects prior to taking action on the resolution.

FISCAL ANALYSIS

The specific fiscal impact will depend on the level of funding awarded through the application process. Approval of this resolution enhances CUSD's ability to secure external funding, maximizing financial efficiency while supporting long-term essential facility improvements.

RECOMMENDATION

It is recommended that the Governing Board approve Resolution No. 13-2025 to facilitate the District's participation in SAB-administrated funding programs.

Prepared by: *Holly Lynne*

CABRILLO UNIFIED SCHOOL DISTRICT

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INTERIM SUPERINTENDENT
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Breanna Lafontaine

NOTICE OF PUBLIC HEARING

Pursuant to Education Code section 101460 (b)(1)(A), the Governing Board of the Cabrillo Unified School District (CUSD) will hold a public hearing on the applications for eligibility and funding from the State Allocation Board approving of projects seeking state funding.

The modernization projects are as follows:

- Hatch Elementary School
- Farallone Elementary School
- El Granada Elementary School
- Half Moon Bay High School

Any stakeholder interested in these projects may appear before the Cabrillo Unified School District Board of Trustees at the Governing Board meeting.

The Resolution No. 13-2025 Support of Application for Eligibility Determination Designation of Authorized District Representatives will be presented for approval at the Regular Governing Board meeting on Thursday, April 24, 2025, at 6:00 p.m.

CUSD Budget Public Hearing

Thursday, April 24, 2025 at 6:00 PM

Cabrillo Unified School District

Governing Board Meeting at:

Cunha Intermediate School in the Library
600 Church Street
Half Moon Bay, CA 94019

Posted April 11, 2025

RESOLUTION NO. 13-2025
BEFORE THE GOVERNING BOARD
OF THE CABRILLO UNIFIED SCHOOL DISTRICT
SAN MATEO COUNTY, CALIFORNIA

SUPPORT OF APPLICATIONS FOR ELIGIBILITY DETERMINATION AND FUNDING; DESIGNATION OF AUTHORIZED DISTRICT REPRESENTATIVES

WHEREAS, Education Code established multiple programs to be administered by the Department of General Services (DGS) as staff to the State Allocation Board (SAB); and

WHEREAS, the Cabrillo Unified School District intends to file applications for eligibility determination, file applications for funding, and/or certify information under one or more SAB-Administered Program(s); and

WHEREAS, a condition of processing the various applications under the SAB and DGS administered programs is a resolution in support of those applications from the Cabrillo Unified School District Governing Board; and

WHEREAS, pursuant to Education Code Section 101460(b)(1)(A), prior to approving a project or projects seeking funds from the SAB, the Cabrillo Unified School District Governing Board shall hold at least one public hearing to solicit input from members of the public regarding the project or projects being proposed for submission; and

WHEREAS, the SAB and DGS require a school district's Governing Board to authorize specific individuals to sign and submit information on behalf of a school district; and

WHEREAS, the Cabrillo Unified School District understands that the signing and submittal of forms on behalf of the school district commits the school district to comply with program requirements.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Cabrillo Unified School District Governing Board approves and is in support of filing necessary applications under programs administered by the SAB and DGS; and

The Governing Board has held a public hearing to solicit input from members of the public regarding the following project(s) being proposed for submission to the state for funding:

- *Hatch Elementary School Modernization*
- *Farallone View Elementary School Modernization*
- *El Granada Elementary School Modernization*
- *Half Moon Bay High School Modernization*

The Governing Board authorizes the individuals identified below to physically sign all documents and papers or submit documents via OPSC Online that are associated with SAB-Administered Program(s):

1. *Dr. Ramon Miramontes, Interim Superintendent*
2. *Jennifer Marsh, Chief Business Officer*

PASSED AND ADOPTED by the Governing Board of the Cabrillo Unified School District on the 24th day of April 2025 by the following vote:

Mary Beth Alexander:	_____	Aye	_____	No	_____	Abstain	_____ Absent
Peter Cerneka	_____	Aye	_____	No	_____	Abstain	_____ Absent
Lizet Cortes:	_____	Aye	_____	No	_____	Abstain	_____ Absent
Carmen Daniel:	_____	Aye	_____	No	_____	Abstain	_____ Absent
Breanna Lafontaine	_____	Aye	_____	No	_____	Abstain	_____ Absent

Certified by:

_____
Carmen Daniel
President of the Governing Board
Cabrillo Unified School District

Attest by:

_____
Peter Cerneka
Clerk to the Governing Board
Cabrillo Unified School District

CABRILLO UNIFIED SCHOOL DISTRICT

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INTERIM SUPERINTENDENT
Dr. Ramon Miramontes

GOVERNING BOARD
Mary Beth Alexander
Peter Cerneka
Lizet Cortes
Carmen Daniel
Breanna Lafontaine

MEMORANDUM

MEETING DATE: April 24, 2025
TO: Members of the Governing Board
FROM: Jennifer Marsh, Chief Business Officer
CATEGORY: Resolution/Action
ITEM TITLE: Approval of Resolution No. 14-2025 State Allocation Board and School Facility Program Beyond Bond Authority Acknowledgement

BACKGROUND INFORMATION

The Cabrillo Unified School District continues to prioritize the improvement of learning environments and safety for students and staff across all school sites. To achieve this, the District has submitted several funding applications to the State Allocation Board (SAB) under the State School Facility Program (SFP) for both new construction and modernization projects.

In recent years, the demand for state matching funds for school facility improvements has exceeded the available bond authority approved by California voters. As a result, the SAB has developed an “Applications Received Beyond Bond Authority” list. This list includes projects that have been received and approved for processing but cannot currently be funded due to the exhaustion of available state bond funds.

REPORT/PROPOSAL

Resolution No. 14-2025 formally acknowledges that the CUSD “Applications Received Beyond Bond Authority” resolution also applies to any future applications for other school sites or projects deemed necessary by the District.

This action ensures that the District remains compliant with California Code of Regulations, Title 2, Section 1859.95.1 and demonstrates the District's commitment to pursuing all potential avenues of funding in the ongoing effort to modernize and maintain high-quality educational facilities.

FISCAL ANALYSIS

Submitting applications for funding under the State School Facility Program (SFP) places Cabrillo Unified School District projects on the Applications Received Beyond Bond Authority List. While this step is essential for establishing eligibility for potential future state funding, it does not guarantee funding at this time due to the current exhaustion of statewide bond authority.

RECOMMENDATION

It is recommended that the Governing Board adopt Resolution No. 14-2025, acknowledging the current status of the State School Facility Program (SFP) and the placement of the District’s applications on the “Applications Received Beyond Bond Authority” list.

Prepared by: *Holly Lynne*

RESOLUTION NO. 14-2025
BEFORE THE GOVERNING BOARD
OF THE CABRILLO UNIFIED SCHOOL DISTRICT
SAN MATEO COUNTY, CALIFORNIA

STATE ALLOCATION BOARD AND SCHOOL FACILITY PROGRAM
BEYOND BOND AUTHORITY ACKNOWLEDGMENT

WHEREAS, the Cabrillo Unified School District Governing Board ("Governing Board") has determined that school facilities within the Cabrillo Unified School District ("District"), within San Mateo need to be constructed, reconstructed and modernized; and

WHEREAS, the State Allocation Board (SAB) has established an "Applications Received Beyond Bond Authority List" for projects that have been received.

Pursuant to title 2, Code of California Regulations section 1859.95.1, the Governing Board hereby acknowledges the following:

(1) the Governing Board acknowledges that the remaining School Facility Program bond authority is currently exhausted for the funds being requested on these applications.

(2) the Governing Board acknowledges that the State of California is not expected nor obligated to provide funding for the project(s) and the acceptance of the applications does not provide a guarantee of future State funding.

(3) the Governing Board acknowledges that any potential future State bond measures for the School Facility Program may not provide funds for the application being submitted.

(4) the Governing Board acknowledges that criteria (including, but not limited to, funding, qualifications, and eligibility) under a future State school facilities program may be substantially different than the current School Facility Program. The District's Approved Application(s) may be returned.

(5) the Governing Board acknowledges that they are electing to commence any pre-construction or construction activities at the District's discretion and that the State is not responsible for any pre-construction or construction activities.

NOW, THEREFORE, BE IT RESOLVED, that the Governing Board accepts and acknowledges that the above language applies to funding applications submitted under the School Facility Program for new construction and modernization projects at the following sites:

- Alvin S. Hatch Elementary School
- El Granada Elementary School
- Farallone View Elementary School
- Kings Mountain Elementary School
- Manuel F. Cunha Intermediate School
- Half Moon Bay High School
- Pilarcitos Alternative High School

BE IT FURTHER RESOLVED, that in addition to the projects above, the Governing Board accepts and acknowledges the above language applies to funding applications submitted under the State School Facility Program for any other projects as necessary in the District.

PASSED AND ADOPTED by the Governing Board of the Cabrillo Unified School District on the 24th day of April, 2025 by the following vote:

Mary Beth Alexander:	_____	Aye	_____	No	_____	Abstain	_____	Absent
Peter Cerneka	_____	Aye	_____	No	_____	Abstain	_____	Absent
Lizet Cortes:	_____	Aye	_____	No	_____	Abstain	_____	Absent
Carmen Daniel:	_____	Aye	_____	No	_____	Abstain	_____	Absent
Breanna Lafontaine	_____	Aye	_____	No	_____	Abstain	_____	Absent

Certified by:

_____
Carmen Daniel
President of the Governing Board
Cabrillo Unified School District

Attest by:

_____
Peter Cerneka
Clerk to the Governing Board
Cabrillo Unified School District

CABRILLO UNIFIED SCHOOL DISTRICT

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INTERIM SUPERINTENDENT
Dr. Ramon Miramontes

GOVERNING BOARD
Mary Beth Alexander
Peter Cerneka
Lizet Cortes
Carmen Daniel
Breanna Lafontaine

MEMORANDUM

MEETING DATE: April 24, 2025
TO: Members of the Governing Board
FROM: Dr. Ramon Miramontes, Interim Superintendent
Israel Castillo, Director of Educational Support Services
CATEGORY: Action
ITEM TITLE: Approval of Program Coordinator of Special Education Job Description and Salary Placement

BACKGROUND INFORMATION

Cabrillo Unified School District continues to prioritize student mental well-being, compliance with special education mandates, and the enhancement of services for students with disabilities. As the needs of our student population grow in complexity, it is critical to provide structured leadership in supporting school psychologists, managing compliance, and ensuring the effective implementation of mental health-related services. A key strategy in addressing these areas is the creation of a Program Coordinator of Special Education position to lead and support these efforts.

REPORT/PROPOSAL

The proposed **Program Coordinator of Special Education (School Psychologist Lead)** position is designed to provide strategic direction and leadership in areas related to mental health services, school psychology, and compliance across the district. Under the supervision of the Director of Special Education, this role will coordinate programs supporting mental well-being at all three tiers (universal, targeted, and intensive), monitor special education program effectiveness, and guide dispute resolution and compliance efforts.
Additionally, this position will serve as the lead for the district's school psychologists, providing mentorship, training, and case management assistance. This role also supports Medi-Cal billing coordination and helps prepare the district for state compliance reviews.

FISCAL ANALYSIS

The funding for this position will be allocated from the district’s existing Special Education budget, including appropriate use of mental health-related special education funds. This role is cost-effective as it consolidates responsibilities currently distributed among several roles, ensuring centralized coordination and enhanced service delivery.

Funding Source: Special Education Program Funds / Mental Health Allocation / Medi-Cal Administrative Activities (MAA), as applicable.

RECOMMENDATION

It is recommended that the Governing Board approve the creation of the Program Coordinator of Special Education (School Psychologist Lead) position for the 2025–2026 school year.

Prepared by: *Israel Castillo, Director of Educational Services*

CABRILLO UNIFIED SCHOOL DISTRICT

CLASS TITLE: PROGRAM COORDINATOR SPECIAL EDUCATION (SCHOOL PSYCHOLOGIST LEAD)

BASIC FUNCTION:

Under the direction of the Director of Special Education, the Program Coordinator of Special Education is responsible for the strategic planning, coordination, and continuous enhancement of special education services, with a particular focus on mental well-being programs (Levels 1, 2, and 3). This role ensures compliance with federal, state, and local regulations while providing leadership, guidance, and technical support to special education staff. The Program Coordinator collaborates with district administrators, school staff, and community agencies to ensure that students receive high-quality services that support both their academic and social-emotional development. Additionally, this position assists with program development, staff training, dispute resolution, and Individualized Education Program (IEP) meetings requiring district representation.

QUALIFICATIONS:

EDUCATION AND EXPERIENCE

- Master's degree in Special Education, School Psychology, Counseling, or a related field from an accredited college or university.
- Minimum of five (5) years of experience, including at least three (3) years of direct service to students with special needs (teaching, counseling, or administrative roles).

LICENSES AND OTHER REQUIREMENTS

- Valid California Driver's License.
- Valid California Administrative Services Credential *(or active enrollment in an accredited program).*
- Valid California Credential authorizing service as one of the following:
    - K-8 Teacher (preferably in Special Education)

- Pupil Personnel Services Credential in School Psychology

Clinical or Rehabilitative Services CredentialKnowledge of:

- Special education programs, services, and instructional best practices.
- Federal, state, and local laws governing special education and student services.
- IEP development, behavioral management strategies, and curriculum modifications to support diverse learners.
- Mental well-being programs and interventions across different levels of student support.
- Community resources and referral agencies that support special education and mental health services.
- Effective team-building techniques and strategies for fostering collaboration among educators, families, and service providers.
- Current trends, research, and legal interpretations in special education and student mental health.

REPRESENTATIVE DUTIES (Program Oversight & Compliance):

- Ensure full implementation of federal and state regulations and adherence to district policies governing special education services.
- Oversee and coordinate mental well-being programs (Levels 1, 2, and 3) to support students' emotional and behavioral health.
- Monitor and evaluate special education programs for compliance, effectiveness, and continuous improvement.
- Assist the district in preparing for state compliance audits, verification reviews, and program evaluations.
- Partner with site administrators, school psychologists, counselors, and community agencies to facilitate appropriate student placements and service delivery.
- Assist in the development and implementation of policies and procedures for educationally related mental health and counseling services.
- Serve as a liaison between the district, families, and external agencies on special education and mental health-related services.
- Facilitate communication between parents, school sites, and external partners to ensure seamless service coordination.

Support with Staff Training & Professional Development

- Conduct observations and provide coaching for new and existing special education staff to enhance instructional effectiveness and student outcomes.
- Develop and deliver staff development workshops, training materials, and resources to build capacity among special education personnel.

- Provide leadership in training and mentoring new special education staff to ensure high-quality service delivery.

IEP & Dispute Resolution Support

- Provide technical guidance and support to assessment and IEP teams regarding student eligibility, instructional needs, and appropriate placements.
- Support the implementation of the SELPA Alternative Dispute Resolution (ADR) process, assisting in conflict resolution and mediation.
- Represent the district in IEP meetings that require district-level participation and support case management for complex student needs.

KNOWLEDGE, SKILLS AND ABILITIES:

- Utilize data-driven decision-making to assess program effectiveness and implement necessary improvements.
- Support the coordination of Medi-Cal billing and compliance activities related to special education services.

Lead Psychologist Duties

- Completing reliable and valid assessments and communicating results with professionals and parents, ensuring confidentiality of information.
- Case managing complex student cases.
- Providing leadership to site psychologists and special education school team(s).
- Maintaining a flexible schedule to address required meetings and conferencing.

Ability to:

- Assess and evaluate program effectiveness and ensure compliance with educational mandates.
- Provide expert consultation and support to parents, staff, and administrators on special education and mental health-related services.
- Develop and facilitate professional development programs for educators and service providers.
- Collaborate effectively with teachers, psychologists, site administrators, and community agencies to enhance service delivery.
- Communicate clearly and professionally, both orally and in writing.
- Plan, implement, and oversee district-wide special education initiatives focused on student success.

- Utilize technology to support instructional programming, compliance tracking, and service coordination.
- Serve as a district representative in meetings, hearings, and other professional settings.

Additional Responsibilities

- Serve as a resource and consultant for district personnel, parents, and community stakeholders on matters related to special education and mental health.
- Perform other duties as assigned by the Director of Special Education or Superintendent.

PHYSICAL ABILITIES:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to use hands to finger, handle, or feel objects, tools, or controls and reach with hands and arms. The employee is occasionally required to stand; walk; sit; climb or balance; and stoop, kneel, crouch, or crawl.The employee may be required to operate a vehicle in order to travel to different meeting sites or to transport a sick student, ie: ambulanceThe employee must occasionally lift and/or move up to 50 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, and depth perception. Employee will frequently work at a computer and travel to attend meetings.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.While performing the duties of this job, the employee occasionally works in outside weather conditions. The noise level in the work environment is usually moderate. Work environment includes working directly with children. There are a number of activities and situations happening at once, and the employee must ensure that children are supervised at all times, and that children are involved in safe and appropriate activities. The employee must be prepared to handle accidents and emergencies at any time.The job entails potential for exposure to adverse weather conditions and temperature extremes; exposure to blood-borne pathogens and communicable diseases; and interaction with disruptive and/or unruly individuals.

WORK CALENDAR/SALARY:

- 210 Calendar work days
- Placement on the Management/Unrepresented Salary Schedule, same as Specialized Program Coordinator:

$128,870	$131,448	$134,077	$136,758	$139,493	$142,283	$145,129

CABRILLO UNIFIED SCHOOL DISTRICT

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INTERIM SUPERINTENDENT
Dr. Ramon Miramontes

GOVERNING BOARD
Mary Beth Alexander
Peter Cerneka
Lizet Cortes
Carmen Daniel
Breanna Lafontaine

MEMORANDUM

MEETING DATE: April 24, 2025
TO: Members of the Governing Board
FROM: Bianca Forrester, M.A.Ed., Associate Superintendent, Human Resources & Student Services
CATEGORY: Action
ITEM TITLE: Appointment of Superintendent and Approval of Employment Agreement

BACKGROUND INFORMATION

Dr. Ramon Miramontes, has been selected to lead the Cabrillo Unified School District. The position of Superintendent of the school district sets the tone and priorities for the district. Invaluable input from the community was solicited less than a year ago and provided the governing board with valuable information utilized in the search process.

Dr. Miramontes brings a wealth of experience and a proven track record of educational leadership. With a commitment to academic excellence and student success, the new Superintendent is poised to build upon our district's strengths while addressing areas for growth and improvement.

The community engagement process undertaken prior to this appointment reflects our district's dedication to inclusive decision-making. Stakeholder feedback highlighted the qualities and priorities most valued by parents, educators, students, and community members, directly informing the selection criteria used by the governing board.

FISCAL ANALYSIS

This position has already been budgeted for and the financial impact is included in the current budget, ensuring a seamless transition without additional fiscal implications

RECOMMENDATION

Staff recommends approval of the Superintendent employment agreement as submitted.

Prepared by: *Bianca Forrester*

EMPLOYMENT AGREEMENT BETWEEN
THE CABRILLO UNIFIED SCHOOL DISTRICT and
DR. RAMON MIRAMONTES

THIS AGREEMENT is entered into this 1st (first) day of May, 2025, by and between the Board of Trustees of the Cabrillo Unified School District, hereinafter referred to as "Board" or "District", and Dr. Ramon Miramontes, hereinafter referred to as "Superintendent" (collectively "Parties"). This Agreement supersedes and replaces all prior employment agreements between the Parties.

IT IS HEREBY AGREED BY THE PARTIES AS FOLLOWS:

1. **TERM:** The Board hereby employs the Superintendent for a period beginning on May 1, 2025, and ending on June 30, 2029, unless terminated earlier or extended as provided by the terms of this Agreement or as required by law. The Superintendent shall provide twelve months of full and regular service to the District during each full school year covered by this Agreement.

2. **DUTIES:** The Superintendent shall perform, at the highest level of competence, all services, duties, and obligations required by (i) this Agreement, (ii) the Superintendent's job description, (iii) applicable laws and regulations, (iv) Board rules, regulations, and policies and as otherwise directed by Board. The Superintendent shall be chief executive officer and secretary of the Board.

The Superintendent shall have primary responsibility for execution of Board policy, responsibility for the duties prescribed by Education Code section 35035, and responsibility for any duties authorized by the Board pursuant to Education Code section 17604. The Superintendent may delegate his duties to a responsible District employee at the Superintendent's discretion unless otherwise stated in applicable laws and regulations, found in Board rules, regulations, and policies, or otherwise prohibited by the Board.

The Superintendent shall have primary responsibility for the management of all District affairs. In carrying out his duties, the Superintendent shall provide educational leadership and be responsible for the operations of the District, including, but not limited to, the

areas of general administration, instruction, human resources, communications, government relations, facilities, and business affairs.

3. **COMPENSATION:** In full consideration for the services provided under this Agreement, the Superintendent will receive a salary at the annual rate of Two Hundred Sixty Five Thousand, Four Hundred and Twenty Three Dollars and Forty Cents ($265,423.40) for 220 days of service. The Superintendent shall not be compensated for days worked in excess of 220 days of service each year. The annual salary shall be payable on the last day of each month in installments of one-twelfth (1/12) of the annual salary for services rendered during the preceding month, with proration for a period of less than a full year of service. The daily rate for the purpose of prorating the annual salary provided for in this Agreement shall be $ $1206.47 ("Daily Rate").

Upon receiving a satisfactory evaluation for his performance in the prior year, the Superintendent shall receive the equivalent percentage salary increase as the Board approves for the certificated salary schedule during the term of this Agreement. Any increase in salary shall be discussed and approved in open session in a form of an addendum at a regular Board meeting pursuant to Government Code Section 54956(b). A change in salary during the term of the Agreement shall not constitute the creation of a new contract or extend the termination date of the Agreement.

4. FRINGE BENEFITS:

a. **Stipends.** The Superintendent shall receive an annual Master's stipend in the amount of Two Thousand Six Hundred Ninety Dollars ($2,690.00) as well as an annual Doctoral stipend in the amount of Two Thousand Six Hundred Ninety Dollars ($2,690.00), in the same manner and subject to the same limitations as other certificated senior cabinet-level employees.

b. **Health Insurance Benefits.** The Superintendent shall receive a one-time lump allowance in July for health, dental, vision, and other fringe benefits to the same limitations as other certificated senior cabinet-level employees for the Superintendent to utilize in selection of the fare market health-care system. The

Superintendent shall provide proof of insurance annually by October 31 of that same instructional year.

c. **Life Insurance.** On behalf of the Superintendent, the District shall purchase a $200,000 term life insurance policy payable to his beneficiaries.

d. **Retirement Benefits:** It is understood that the District shall contribute retirement benefit costs to the State Teachers Retirement System (STRS) in the amount typical for other certificated employees.

e. **Tax Deferred Benefit Plan - District Paid Tax Sheltered Annuity**. The Superintendent may participate in any tax deferred compensation plans of the District for which he/she is eligible. The Superintendent shall receive Twenty Three Thousand, Five Hundred Dollars, ($23,500) contribution paid by the District to a tax sheltered or tax deferred annuity program ("TSA") of the Superintendent's choice, by October 31 of each fiscal year consistent with all applicable federal and state laws, rules and regulations. The District's payment to the TSA is not creditable compensation and shall not be reported to CalSTRS as creditable compensation.

f. **Sick Leave.** The Superintendent shall be allocated sick leave at the rate of one day per month. Earned sick leave may be accumulated without limitation; however, under no circumstances shall the District be obligated to compensate the Superintendent for earned, unused sick leave. Unused sick leave may be credited for retirement purposes as authorized by either the California State Teachers' Retirement System (STRS) or the California Public Employees Retirement System (CalPERS), as may be applicable.

g. **Vacation Time**. During each school year (July 1 – June 30), throughout the term of this Agreement, the Superintendent shall be entitled to twenty (20) days of vacation with full pay in each year of service, exclusive of holidays as defined below. Vacation days for a partial school year shall be prorated. The Superintendent shall be paid out on an annual basis the unused vacation days as of June 30 of each year of the term of the Agreement. Upon separation from

employment with the District, the Superintendent shall be entitled to compensation for all accrued but unused vacation days at the Daily Rate, up to a maximum of twenty (20) days. All vacation must be scheduled in advance and communicated with the Board President.

h. **Holidays**. The Superintendent shall be entitled to receive holidays as provided to the District's certificated management employees.

i. **Other Leave**. The Superintendent shall be entitled to all other personal necessity, bereavement, or other leaves as provided to the District's certificated management employees.

j. **Written Records**. The Superintendent shall keep records of his use of vacation or other leave time. The Superintendent is expected to work a full workday and is expected to promptly account for absences of greater than one half of a workday as vacation time, sick leave, or other leave of absence.

5. <u>WORK RELATED EXPENSES</u>:

a. **Automobile Allowance.** The Superintendent is required to have a vehicle available at all times to perform the services and duties of the position. Therefore, the Superintendent shall be entitled to receive a monthly automobile allowance of Five Hundred Dollars ($500.00) for the acquisition, use, maintenance and insurance of an automobile while on all District business for business-related travel in-district and within 100 miles of the District's boundaries, irrespective of the number of miles traveled on District business. The Superintendent shall be solely responsible for all expenses to use, maintain, operate, and insure the automobile. No documentation is required in order to receive this allowance, and the Superintendent shall have discretion regarding the expenditure of this allowance. The Superintendent's receipt of this automobile allowance shall be in lieu of any entitlement to mileage reimbursement; however, the Superintendent shall be eligible for mileage reimbursement at the IRS rate for work-related travel outside of 100 miles from the District's boundaries.

b. **Community Engagement.** The Superintendent shall be entitled to receive a monthly community engagement allowance of Two Hundred and Fifty Dollars ($250) for expenses as Superintendent without the written authorization of the Board. The Superintendent shall have discretion regarding the expenditure of this allowance related to community engagement to support the partnership and collaboration with community and civic partnerships as part of his duties to engage with the community.

c. **Memberships**. The District shall pay the Superintendent's annual membership charges for up to three professional organizations, like ACSA, CALSA, etc. The District shall pay for the Superintendent to attend up to three regional, state, or national professional conferences each year. The Superintendent shall obtain written authorization of the Board, as set forth in Section 5(b) above, if the cost to attend a professional conference exceeds $1,500 in travel costs.

d. **Technology Devices**. The District shall provide to the Superintendent, at District expense, a cell phone and a laptop computer and/or tablet, hereinafter "Technology Devices." The District shall pay any costs and expenses associated with owning, licensing, operating, and maintaining such Technology Devices. This does not include costs associated with maintaining home internet access. All Technology Devices so provided are the property of the District, and the District shall have the right to control the access to, and use of, Technology Devices through its Board policies, including its technology use policies, personnel policies, and its risk management policies.

All District-provided Technology Devices are provided to facilitate performance of the Superintendent's duties and obligations as an employee of the District. The Superintendent may use District-provided Technology Devices for personal use within reasonable limits and in a manner consistent with Board policies, including its technology use policies, personnel policies, and its risk management policies. The Superintendent shall not use any Technology Device in any manner that is inconsistent with such policies.

When Technology Devices are provided by the District, the Superintendent shall not conduct District business on devices that are not provided or owned by the District.

The Superintendent hereby waives any and all rights and protections over the content of any Technology Device or other electronic device (e.g., cell phone, computer, tablet) on which he has conducted any District business, regardless of whether the device is provided by District pursuant to the Agreement. This waiver permits the Board or anyone authorized by the Board to examine the contents of any such device without requiring additional permission, including, but not limited to, a separate waiver or a warrant.

e. **Relocation Fee.** The District will pay a one-time relocation sum of $15,000 Fifteen Thousand Dollars i for moving expenses for the Superintendent's residence within the county to best serve the Cabrillo USD.

f. **TRANSPORTATION.** District shall pay Superintendent for travel expenses from his home residence to the District, not to exceed one round trip per month, and additionally other incidental travel required in the performance of his duties as Superintendent at the Federal Rate of Mileage reimbursement (currently .70/mile), regardless of the mode of transportation.

6. **EVALUATION:** On a mutually agreeable schedule, the Superintendent and the Board will jointly develop goals, objectives, and a job description. The Board shall evaluate the Superintendent's performance at least once a year based upon the goals, objectives, and job description as periodically established by the Board in consultation with the Superintendent. Any failure on the part of the Board to meet the requirements or deadlines set forth in this paragraph shall not release the Superintendent from fully and faithfully performing the services required to be performed under this Agreement or any applicable statute or regulation, or constitute a default by the District of its obligations under this Agreement.

7. **PROFESSIONAL DEVELOPMENT:** As part of the Superintendent's annual evaluation, there will be a discussion of professional development, and the

Superintendent and the Board shall identify the appropriate courses and activities which the Superintendent will complete as part of his professional development. A mentor/coach shall be provided for the superintendent during the term of this contract.

8. **NON-RENEWAL OF AGREEMENT:** Should the Board determine that it does not wish to negotiate and execute a new contract at the end of the term of this Agreement, the Board shall give written notice of the decision to the Superintendent at least forty-five (45) days prior to the end of the Agreement, as required pursuant to Education Code Section 35031. The Parties expressly agree to waive the term of the automatic renewal provision established in Education Code Section 35031. Rather, if Board fails to provide notice of non-renewal, the Agreement shall automatically be renewed on the same terms but only for a period of one year.

   Between ninety (90) days and one hundred and twenty (120) days prior to the end of the Agreement, Superintendent shall, in writing, remind each Board member of the Board's obligation under Education Code Section 35031 to give written notice of its decision to not renew the Agreement.

9. **TERMINATION OF AGREEMENT:** This Agreement may be terminated prior to the expiration of the contract term as follows:

   a. **Mutual Consent.** The Parties may terminate the Agreement at any time by written mutual consent. Allows for mutually termination of contract, plus for any separation compensation that both parties agree upon.

   b. **Resignation.** The Superintendent may resign and terminate this Agreement provided that, unless otherwise waived by the Board, the Superintendent shall give at least ninety (90) days advance written notice. Notwithstanding the provisions of Section 4(e) above, for each day less than ninety (90) days advance written notice, the Superintendent's unused vacation days shall be reduced by one day.

c. **Termination for Cause.** The Board may terminate the Agreement for cause. Cause is defined as: (1) breach of this Agreement; (2) failure by the Superintendent to possess or maintain a valid California Administrative Credential; (3) refusal or failure to act in accordance with a specific provision of this Agreement or a directive of a majority of the Board; (4) neglect of duty; (5) physical or mental inability of the Superintendent to perform his duties, with or without reasonable accommodations; (6) any other legally permissible reason, which includes but is not limited to conduct that is seriously detrimental to the District.

Notice of discharge for cause shall be given in writing, and the Superintendent shall be entitled to appear before the Board to discuss such causes. If the Superintendent chooses to be accompanied or advised by legal counsel at such meeting, the Superintendent shall bear any costs therein involved. Such meeting shall be conducted in closed session unless specifically prohibited by State law. The Superintendent shall have a reasonable opportunity to respond to all matters raised in the charges and to submit any written documents the Superintendent believes are relevant to the charges. The conference with the Board shall not be an evidentiary hearing and neither party shall have the opportunity to call witnesses. If the Board, after considering all evidence presented, decides to terminate this Agreement, it shall provide the Superintendent with a written decision.

d. **Termination Without Cause.** The Board may, for any reason, without cause or a hearing, terminate this Agreement at any time. In consideration for the exercise of this right, the District shall pay to Superintendent from the date of termination until the expiration of this Agreement, or for a period of twelve (12) months, whichever is less, a sum equal to the difference between the Superintendent's salary at the rate in effect during the Superintendent's last month of service and the amount which the Superintendent earns from any other employment-related source (whether as employee, independent contractor, consultant or self-employed). As a condition of payment, the

Superintendent shall be obligated to immediately seek other employment and to notify the District in writing immediately if the Superintendent earns income from any employment-related source as defined above.

For purposes of this Agreement, the term "salary" shall include only the Superintendent's regular monthly base salary and shall not include the value of any other stipends, reimbursements or benefits received under this Agreement. All payments made pursuant to this termination without cause provision shall be subject to applicable payroll deductions and shall be treated as compensation for state and federal tax purposes. No payments made pursuant to this early termination provision shall constitute creditable service or creditable compensation for retirement purposes. Payments made pursuant to this termination without cause provision shall be considered as final settlement pay and shall not count for any retirement purpose; accordingly, no deductions shall be made for retirement purposes.

The Superintendent shall also be entitled to District-paid health benefits, as those benefits may change from time-to-time, until expiration of this Agreement, a period of six (6) months, or until the Superintendent obtains other employment which provides health benefits of equal or better, whichever occurs first.

If the Superintendent is terminated without cause and elects to retire instead of fulfilling the Superintendent's obligation to seek other employment as set forth above, the parties agree that, effective upon the date of the Superintendent's retirement with the CalSTRS or CalPERS, the amount payable to the Superintendent as salary shall be rapid in full by the amount of retirement income earned by the Superintendent from CalSTRS or CalPERS.

The parties agree that any damages to the Superintendent that may result from the Board's early termination of this Agreement cannot be readily ascertained. Accordingly, the parties agree that the payments made pursuant to this

termination without cause provision, along with the District's agreement to provide paid health benefits, constitutes reasonable liquidated damages for the Superintendent, fully compensates the Superintendent for all tort, contract and other damages of any nature whatsoever, whether in law or equity, and does not result in a penalty. The parties agree that the District's completion of its obligations under this provision constitutes the Superintendent's sole remedy to the fullest extent provided by law. Finally, the parties agree that this provision meets the requirements governing maximum cash settlements as set forth in Government Code sections 53260, *et seq*.

10. **MEDIATION:** Should any dispute arise out of this Agreement, the Parties will meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. The costs of the mediator, if any, will be paid by the District. If a mediated settlement is reached, neither party will be the prevailing party for the purposes of this settlement. Neither party will be permitted to file legal action without first meeting in mediation and making a good faith attempt to reach a mediated resolution.

11. **REPAYMENT AFTER CRIMINAL CONVICTION:** If the Superintendent is convicted of a crime involving an abuse of his or her office or position, the Superintendent shall fully reimburse the District for any severance pay, paid leave salary disbursed pending an investigation, and/or legal criminal defense funds paid by the District. This provision expressly does not oblige the District to make any of these payments.

12. **MERGER CLAUSE:** This Agreement constitutes the sole agreement of the Parties hereto and correctly states the rights, duties, and obligations of each party. Any prior agreement, promises, negotiations or representations between the Parties not expressly stated in this document are not binding. All subsequent modifications will be in writing and signed by the Parties.

13. **APPLICABLE LAW:** This Agreement is subject to all applicable laws of the State of California, the regulations of the State Board of Education, and the rules, regulations, and policies of the District.

14. **TAX / RETIREMENT LIABILITY:** Notwithstanding any other provision of this Agreement, the District shall not be liable for any retirement or state/federal tax consequences to the Superintendent, any designated beneficiary, heirs, administrators, executors, successors, or assigns of the Superintendent. The Superintendent shall assume sole responsibility and liability for all state or federal tax consequences of this Agreement and all related payroll and retirement consequences, including, but not limited to, all tax and retirement consequences stemming from any payments made to the Superintendent as a result of the termination without cause provision of this Agreement, retirement payments, expense reimbursements, and payments for insurance. The Superintendent agrees to defend, indemnify, and hold the District harmless from all such tax, retirement, and similar consequences.

IN WITNESS WHEREOF, the parties hereto, or their duly authorized representative, affixed their hands.

SUPERINTENDENT

Dated:_____ _____
Dr. Ramon Miramontes

CABRILLO UNIFIED SCHOOL DISTRICT

Dated:_____ _____
President, Board of Trustees

ATTEST:

_____
Clerk of the Board

CABRILLO UNIFIED SCHOOL DISTRICT

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INTERIM SUPERINTENDENT
Dr. Ramon Miramontes

GOVERNING BOARD
Mary Beth Alexander
Peter Cerneka
Lizet Cortes
Carmen Daniel
Breanna Lafontaine

MEMORANDUM

MEETING DATE: April, 24, 2025
TO: Members of the Governing Board
FROM: Dr. Ramon Miramontes, Interim Superintendent
Israel Castillo, Director of Educational Support Services
CATEGORY: Consent/Action
ITEM TITLE: Ratification of Proclamation Recognizing April as National Autism Acceptance and Inclusion Month

BACKGROUND INFORMATION

According to the Centers for Disease Control and Prevention (CDC), an estimated 1 in 54 children is diagnosed with autism spectrum disorder (ASD). It is essential that students with ASD feel supported, included, and valued within our classrooms, workplaces, and communities. In 2021, a dedicated community member collaborated with district staff to revise and enhance our proclamation, shifting the focus from mere awareness to a broader commitment—one that emphasizes acceptance, inclusion, and meaningful support for individuals with autism.

REPORT/PROPOSAL

April has long been recognized as National Autism Awareness Month. The Cabrillo Unified School District Governing Board reaffirms its commitment to fostering an inclusive environment where individuals on the autism spectrum are valued for their unique strengths and contributions. As a district, we strive to move beyond awareness and toward a culture of true acceptance and belonging for all individuals with autism.

FISCAL ANALYSIS

There is no impact to the General Fund

RECOMMENDATION

Approve and adopt the proclamation recognizing April as National Autism Acceptance and Inclusion Month.

Prepared by: *Vanessa Jeronimo*

CABRILLO UNIFIED SCHOOL DISTRICT
HALF MOON BAY, CALIFORNIA

PROCLAMATION

Recognizing April 2025 as National Autism Acceptance and Inclusion Month

WHEREAS, April has historically been designated National Autism Awareness Month; and

WHEREAS, many people now understand we need to move past simple awareness and advocate instead for acceptance and inclusion of individuals on the autism spectrum; and

WHEREAS, it is estimated that 1 in every 54 Americans have autism; and

WHEREAS, autism is a lifelong neurological difference, and the national autism prevalence rate now places it as the third most common developmental difference in the country today; and

WHEREAS, autism can result in differences in communication, socialization, sensory perception, and behavior characteristics, with resulting difficulties ranging from mild to severe; and

WHEREAS, autism knows no racial, ethnic, class, gender, or social boundaries; and

WHEREAS, our understanding of autism has grown tremendously since it was first diagnosed in 1943, but there is still much to learn, as evidenced by our desire now to increase our acceptance of autism; and

WHEREAS, every year, people around the world join together to support National Autism Awareness Month, and yet we recognize we are intentionally aiming to move from mere awareness to acceptance and inclusion; and

WHEREAS, the Cabrillo Unified School District Governing Board and Coastside community celebrate the countless ways individuals on the autism spectrum contribute to and strengthen our communities; and

WHEREAS, it is absolutely vital that children and adults living with autism feel included and accepted in our classrooms, businesses, and communities;

NOW, THEREFORE, BE IT RESOLVED that the Cabrillo Unified School District Board of Education hereby observes April as Autism Acceptance and Inclusion Month;

RATIFICATION OF ADOPTION this 24th day of April, 2025 at a regular meeting of the Governing Board of Cabrillo Unified School District by the following vote.

Mary Beth Alexander:	_____ Aye	_____ No	_____ Abstain	_____ Absent
Lizet Cortes:	_____ Aye	_____ No	_____ Abstain	_____ Absent
Carmen Daniel:	_____ Aye	_____ No	_____ Abstain	_____ Absent
Peter Cerneka:	_____ Aye	_____ No	_____ Abstain	_____ Absent
Breanna Lafontaine:	_____ Aye	_____ No	_____ Abstain	_____ Absent

Certified by:

_____
Carmen Daniel
President of the Governing Board of Education
Cabrillo Unified School District

Attest by:

_____
Peter Cerneka
Clerk to the Governing Board of Education
Cabrillo Unified School District

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INTERIM SUPERINTENDENT
Dr. Ramon Miramontes

GOVERNING BOARD
Mary Beth Alexander
Peter Cerneka
Lizet Cortes
Carmen Daniel
Breanna Lafontaine

MEMORANDUM

MEETING DATE: April 24, 2025
TO: Members of the Governing Board
FROM: Dr. Ramon Miramontes, Interim Superintendent
CATEGORY: Consent/Action
ITEM TITLE: Adoption of Proclamation Recognizing May 2025 as Asian American and Pacific Islander Heritage Month

BACKGROUND INFORMATION

Asian American and Pacific Islander Heritage Month is celebrated annually during the month of May at the local, state, and national levels to honor the history, culture, and achievements of Asian and Pacific Islander communities.

REPORT/PROPOSAL

The Cabrillo Unified School District Governing Board joins in recognizing and celebrating the many contributions of Asian American and Pacific Islander individuals throughout history. Through this proclamation, the Governing Board affirms its respect for the identity and heritage of all students of Asian and Pacific Islander descent.

FINANCIAL IMPACT

There is no financial impact to the General Fund with the adoption of this proclamation.

RECOMMENDATION

Staff recommend the approval of this proclamation as presented.

Prepared by: *Rosibel Acosta, Administrative Assistant to the Superintendent*

CABRILLO UNIFIED SCHOOL DISTRICT
HALF MOON BAY, CALIFORNIA

PROCLAMATION

Recognizing May as Asian American and Pacific Islander Heritage Month

WHEREAS, according to the US Census Bureau, Asians and Pacific Islanders make up the fastest growing racial group in the United States, numbering more than 10 million people, or nearly 4 percent of the total population; and

WHEREAS, California is itself home to over 6,000,000 students of Asian and Pacific Islander descent, kindergarten through grade twelve; and

WHEREAS, these students and their families reflect the rich diversity of cultures and heritages of the many different countries of Asia and the Pacific Islands, and Californians have benefited greatly from their inclusion in our society; and

WHEREAS, despite hardships and barriers, the people of Asia and the Pacific Islands who came to this country and their descendants have made substantial contributions to California's economic growth and development, weaving clear and distinct threads into the state's social fabric; and

WHEREAS, the History-Social Science Framework for California Public Schools, Kindergarten through Grade Twelve, states that the history curriculum of the community, state, region, nation, and the world must reflect the experiences of men and women of different racial, religious, and ethnic groups and must be integrated at every level; and

WHEREAS, Asian-Pacific Islander Heritage Month is celebrated annually at state and national levels; and

WHEREAS, now more than ever, Californians and Coastsiders should remember our heritage and history and recognize that we must continue to celebrate the contributions of Asians and Pacific Islanders as we also defend their rights for equal and fair treatment as Americans during a time when discrimination against people of Asian and Pacific Islander heritage continues and has indeed increased recently;

NOW, THEREFORE, BE IT PROCLAIMED by the Governing Board of Cabrillo Unified School District that May is designated as Asian-Pacific Islander Month and that CUSD calls upon schools, staff, students, and families of the Coastside to observe May as Asian-Pacific Islander History Month by celebrating and recognizing the countless contributions made by Asians and Pacific Islanders throughout our history.

PASSED AND ADOPTED this 24th day of April, 2025, at a regular meeting of the Governing Board of Cabrillo Unified School District by the following vote.

Mary Beth Alexander:	_____	Aye	_____	No	_____	Abstain	_____ Absent
Peter Cerneka:	_____	Aye	_____	No	_____	Abstain	_____ Absent
Lizet Cortes:	_____	Aye	_____	No	_____	Abstain	_____ Absent
Carmen Daniel:	_____	Aye	_____	No	_____	Abstain	_____ Absent
Breanna Lafontaine:	_____	Aye	_____	No	_____	Abstain	_____ Absent

Certified by:

_____
Carmen Daniel
President of the Governing Board of Education
Cabrillo Unified School District

Attest by:

_____
Peter Cerneka
Clerk to the Governing Board of Education
Cabrillo Unified School District

CABRILLO UNIFIED SCHOOL DISTRICT

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INTERIM SUPERINTENDENT
Dr. Ramon Miramontes

GOVERNING BOARD
Mary Beth Alexander
Peter Cerneka
Lizet Cortes
Carmen Daniel
Breanna Lafontaine

MEMORANDUM

MEETING DATE: April 24, 2025
TO: Members of the Governing Board
FROM: Dr. Ramon Miramontes, Interim Superintendent
CATEGORY: Consent/Action
ITEM TITLE: Adoption of Proclamation Recognizing May 2025 as Jewish American Heritage Month

BACKGROUND INFORMATION

On April 20, 2006, President George W. Bush proclaimed May as Jewish American Heritage Month, reaffirming the nation's commitment to religious freedom and recognizing the significant contributions of Jewish Americans to our country's history, culture, and civic life.

REPORT/PROPOSAL

The Cabrillo Unified School District Governing Board joins the nation in honoring Jewish American Heritage Month and encourages all Coastside students, families, and staff to recognize and celebrate the many achievements and contributions of Jewish Americans to the Coastside, the state of California, and the United States.

FINANCIAL IMPACT

There is no financial impact to the General Fund with the adoption of this proclamation.

RECOMMENDATION

Staff recommend the approval of this proclamation as presented.

Prepared by: *Rosibel Acosta, Administrative Assistant to the Superintendent*

CABRILLO UNIFIED SCHOOL DISTRICT
HALF MOON BAY, CALIFORNIA

PROCLAMATION

Recognizing May as Jewish American Heritage Month

WHEREAS, for thousands of years, members of Jewish communities have sustained strong cultural identities and traditions despite persecution, enslavement, forced segregation, and the horrors of the Holocaust; and

WHEREAS, since the first Dutch Jew set foot in New Amsterdam (now known as New York City) back in 1654, Jews have contributed to the culture of the United States of America while achieving success, strengthening the country, and helping shape America through a deep commitment to faith, family, and community; and

WHEREAS, in his second year in office, President George Washington wrote a letter to the Touro Synagogue in Newport, Rhode Island, one of the first Jewish houses of worship in the United States of America, reaffirming the nation's commitment to religious freedom and noting that the government of the United States would give "to bigotry no sanction [and] to persecution no assistance" as he also emphasized that all Americans are entitled to "liberty of conscience and immunities of citizenship"; and

WHEREAS, it was such a belief system that drew generations of Jewish immigrants to the United States of America to rebuild their lives, whether that included Jewish families fleeing pogroms or persecution; and

WHEREAS, this history has led many Jewish Americans to find common cause with the Civil Rights Movement, and Jewish Americans have continued their strong support for liberty and human dignity, thus uniting to end discrimination in voting, employment, and public accommodation while also supporting equity for women, farmworkers, disabled, and LGBTQ Americans; and

WHEREAS, Jewish Americans, including those on the Coastside, continue to contribute to the nation's progress as scientists, teachers, entrepreneurs, members of the Armed Forces, public servants, private citizens, leaders, parents, and citizens in all walks of life; and

WHEREAS, we recognize we all must remember that anti-Semitism continues to be a concern in this nation and across the globe, and we recognize we all need to continue in our efforts at understanding and inclusion; and

WHEREAS, anyone interested in learning more about the heritage and contributions of Jewish Americans is encouraged to visit www.JewishHeritageMonth.gov for more information about this rich history;

NOW, THEREFORE, BE IT PROCLAIMED that Jewish American Heritage Month in May is the time when the culture and history of Jewish Americans are celebrated and their contributions to this nation are honored, and thus the Cabrillo Unified School District Governing Board recognizes May as Jewish American Heritage Month and encourages all Coastside families, students, and staff to acknowledge and honor Jewish Americans for their notable accomplishments and outstanding service to the Coastside, California, and the nation writ large.

PASSED AND ADOPTED this 24th day of April, 2025, at a regular meeting of the Governing Board of Cabrillo Unified School District by the following vote.

Mary Beth Alexander:	_____	Aye	_____	No	_____	Abstain	_____ Absent
Peter Cerneka:	_____	Aye	_____	No	_____	Abstain	_____ Absent
Lizet Cortes:	_____	Aye	_____	No	_____	Abstain	_____ Absent
Carmen Daniel:	_____	Aye	_____	No	_____	Abstain	_____ Absent
Breanna Lafontaine:	_____	Aye	_____	No	_____	Abstain	_____ Absent

Certified by:

_____
Carmen Daniel
President of the Governing Board of Education
Cabrillo Unified School District

Attest by:

_____
Peter Cerneka
Clerk to the Governing Board of Education
Cabrillo Unified School District

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INTERIM SUPERINTENDENT
Dr. Ramon Miramontes

GOVERNING BOARD
Mary Beth Alexander
Peter Cerneka
Lizet Cortes
Carmen Daniel
Breanna Lafontaine

MEMORANDUM

MEETING DATE: April 24, 2025
TO: Members of the Governing Board
FROM: Dr. Ramon Miramontes, Interim Superintendent
Israel Castillo, Director of Educational Support Services
CATEGORY: Consent/Action
ITEM TITLE: Adoption of Proclamation Declaring May 5th–9th, 2025 as Student Mental Health Week

BACKGROUND INFORMATION

According to the Centers for Disease Control and Prevention (CDC), mental health during childhood is defined by the ability to reach developmental and emotional milestones, build positive social skills, and develop healthy coping mechanisms. Children who are mentally healthy experience a higher quality of life and are better able to thrive at home, in school, and within their communities. As educators, it is vital that we continue to prioritize and support students' mental health and social-emotional development. Through outgoing education, early identification, and appropriate interventions, we can empower our students to reach their full potential- Academically, socially and emotionally.

REPORT/PROPOSAL

The second week of May is traditionally recognized as Student Mental Health Week. The Cabrillo Unified School District Governing Board affirms its commitment to the emotional well-being of all students and acknowledges the growing and complex mental health needs within our school community. This proclamation serves as a reaffirmation of our dedication to fostering a safe, supportive, and inclusive learning environment for every student.

FISCAL ANALYSIS

There is no impact to the General Fund

RECOMMENDATION

Approve and adopt the proclamation in recognition of Student Mental Health Week.

Prepared by: *Vanessa Jeronimo*

CABRILLO UNIFIED SCHOOL DISTRICT
HALF MOON BAY, CALIFORNIA

PROCLAMATION

Declaring May 5th - 9th, 2025 as California Student Mental Health Week

WHEREAS, students' mental health too often can go unnoticed or unaddressed at school; and

WHEREAS, reducing the stigma surrounding mental health can help empower students to speak up when they need help; and

WHEREAS, research has shown that adverse childhood experiences can have lasting harmful impacts if not addressed; and

WHEREAS, students across the State of California can be subjected to both community-based acts of violence and school-based acts of violence or threats; and

WHEREAS, many students in California have experienced traumatic natural disaster events, such as wildfires, mudslides, evacuations, and earthquakes; and

WHEREAS, overuse of social media can result in students feeling disconnected from their peers; and

WHEREAS, early identification, intervention, and treatment of mental health and behavioral issues are paramount for a healthy student body and school community; and

WHEREAS, because we serve students in preschool and through grades K to 12 inclusive, we have an opportunity to address student health early and effectively; and

WHEREAS, the need for comprehensive, coordinated mental health services for students in school is a critical responsibility as part of an overall education plan; and

WHEREAS, addressing the complex mental health needs of California students today is fundamental to the future of California; and

WHEREAS, it is appropriate that a week should be set aside each year for the direction of our thoughts towards our students' mental health and well-being;

NOW, THEREFORE, the Cabrillo Unified School District Governing Board hereby does proclaim the week of May 5th -9th, 2025 as Student Mental Health Week.

PASSED AND ADOPTED this 24th day of April, 2025 at a regular meeting of the Governing Board of Cabrillo Unified School District by the following vote.

Lizet Cortes:	_____ Aye	_____ No	_____ Abstain	_____ Absent
Breanna Lafontaine:	_____ Aye	_____ No	_____ Abstain	_____ Absent
Peter Cerneka:	_____ Aye	_____ No	_____ Abstain	_____ Absent
Mary Beth Alexander:	_____ Aye	_____ No	_____ Abstain	_____ Absent
Carmen Daniel:	_____ Aye	_____ No	_____ Abstain	_____ Absent

Certified by:

_____
Carmen Daniel
President of the Governing Board of Education
Cabrillo Unified School District

Attest by:

_____
Peter Cerneka
Clerk to the Governing Board of Education
Cabrillo Unified School District

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INTERIM SUPERINTENDENT
Dr. Ramon Miramontes

GOVERNING BOARD
Mary Beth Alexander
Peter Cerneka
Lizet Cortes
Carmen Daniel
Breanna Lafontaine

MEMORANDUM

MEETING DATE: April 24, 2025
TO: Members of the Governing Board
FROM: Leticia Bhatia, Ed.D., Deputy Superintendent Educational Services
CATEGORY: Consent/Information
ITEM TITLE: Approval of Cabrillo Education Foundation MOU 2025-35

BACKGROUND INFORMATION

For the past 8 years, the Cabrillo Education Foundation (CEF) has collaborated with Cabrillo Unified School District (CUSD) to identify and fund key initiatives supporting Early Literacy, Science, and College and Career Readiness. Through its Endowment Fund, CEF provides long-term, stable funding to champion success across all CUSD schools.

REPORT/PROPOSAL

The proposed Memorandum of Understanding (MOU) between CEF and CUSD formalizes this partnership for the next ten years (2025-2035), clearly outlining the responsibilities, expectations, obligations, and rights of both organizations.

FISCAL ANALYSIS

In response to uncertain state and federal funding and rising operational costs, Cabrillo Unified School District has cultivated a valuable partnership with the Cabrillo Education Foundation. For the past eight years, CEF has provided stable, supplemental funding through its Endowment Fund to support critical initiatives in Early Literacy, Science, Mathematics, and College and Career Readiness across all district schools.

The Foundation strategically aligns its grant funding with district priorities as outlined in the Local Control Accountability Plan, California School Dashboard) metrics, and Board-approved goals developed through collaborative input from teachers and community members. This targeted approach ensures CEF's contributions directly address the most pressing educational needs of CUSD students.

The proposed Memorandum of Understanding before the Board today formalizes this productive relationship for the next decade (2025-2035). It clearly defines the mutual responsibilities, expectations, obligations, and rights of both organizations while ensuring continued financial stability. As public education funding remains volatile and operational expenses continue to climb, this partnership provides crucial supplemental resources that enhance educational opportunities for our students.

There is no negative impact to the general fund associated with the approval of this MOU between CEF and CUSD.

RECOMMENDATION

Staff recommends that the CUSD Governing Board approve the Cabrillo Education Foundation MOU for 2025-2035.

Prepared by: *Josefina Infanzon*

AGREEMENT FOR SERVICE BETWEEN
THE CABRILLO UNIFIED SCHOOL DISTRICT AND CABRILLO EDUCATION FOUNDATION

This Memorandum of Understanding ("MOU") agreement is made as of this day April 24, 2025, by and between the Cabrillo Unified School District ("CUSD") and Cabrillo Education Foundation ("CEF") for the purpose of memorializing their relationship and ratifying the respective responsibilities, expectations, obligations, and rights of both organizations. Due to this relationship, many of the contractor obligations may or may not be applicable.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. SERVICES/SUPPORT In consideration of the relationship hereinafter set forth, between CEF and CUSD in accordance with the terms, conditions, and specifications set forth herein:

   CEF and CUSD agree to provide:

   A. **Scope of Services:** Memorandum of Understanding - Feb 2025

   B. **Deliverables:** See the Scope of Work Above

2. TERM OF AGREEMENT: The term of this agreement is from **April 2025 - April 2035.**

3. COMPENSATION: The CONTRACTOR agrees to perform all the services of this agreement and not to exceed $0. This section does **not** apply because CEF is a funding source for CUSD. CUSD will not engage in compensating CEF.

4. PAYMENT: CUSD shall submit an invoice detailing the services/programs performed as agreed upon for the school year, at the end of each academic school year.

5. EQUIPMENT AND MATERIALS: If applicable, CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of the Agreement.

6. USE OF SUBCONTRACTORS: CONTRACTOR shall not assign this Agreement or any portion thereof to a third party without the prior consent of CUSD.

7. LICENSES AND PERMITS: If applicable, it shall be the CONTRACTOR's responsibility to obtain and keep in force any license, permit or approval required from any agency for work/services to be performed at his/her own expense, prior to commencement of said work/services or forfeit any right to compensation under this Agreement.

8. COMPLIANCE WITH STATE, FEDERAL, AND LOCAL LAWS, REGULATIONS, AND ORDINANCES: If applicable, CONTRACTOR and all subcontractors shall ensure compliance with all state, federal and local laws or rules applicable to performance of the work required under this agreement, and shall execute all necessary certifications of compliance therewith.

9. RELATIONSHIP OF THE PARTIES: If applicable, CONTRACTOR agrees and understands that the work/services performed under this Agreement are performed as an Independent Contractor and not as an employee of CUSD and that CONTRACTOR acquires none of the rights, privileges, powers or advantages of CUSD employees.

10. INSURANCE: CONTRACTOR shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect CONTRACTOR and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from CONTRACTOR's operations under this Agreement, whether such operations be by CONTRACTOR, any subcontractor, anyone directly or indirectly employed by either of them, or by an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amount(s) specified below:

    ☒ Comprehensive General Liability... $1,000,000 (applies to all agreements)
    ____ Motor Vehicle Liability Insurance.. $1,000,000 (to be checked if motor vehicle used in performing services)
    ____ Professional Liability..... $1,000,000 (to be checked if Contractor is a licensed professional)

    The CONTRACTOR will provide proof of insurance and will identify CUSD as an additional insured.

11. WAIVER: No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.

12. EQUAL EMPLOYMENT OPPORTUNITY: In connection with the performance of this Agreement, the CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, physical handicap, or national origin.

13. HOLD HARMLESS: CONTRACTOR agrees to indemnify and defend the District, its employees, and agents from any and all claims, damages, and liability in any way occasioned by or arising out of the performance of this agreement.

14. DISPUTE RESOLUTION: Should any dispute arise out of this Agreement, the Parties should meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. The costs of the mediator, if any, shall be shared by the CONTRACTOR and CUSD. If a mediated settlement is reached, neither party shall be the prevailing party for the purposes of this settlement. Neither party shall be permitted to file legal action without first meeting in mediation and maintaining a good faith attempt to reach a mediated resolution.

15. GOVERNING LAW: This Agreement, including any exhibits, shall for all purposes be deemed subject to the laws of the State of California, and in the event of a lawsuit concerning this Agreement shall be venued in the County of San Mateo.

16. TERMINATION: CUSD may at any time terminate this Agreement upon written notice to CONTRACTOR. CUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, CUSD may terminate this agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, CUSD may secure the required services from another contractor. If the cost to CUSD exceeds the cost of providing the services pursuant to this Agreement, CONTRACTOR shall pay the additional cost.

17. COMPLETENESS OF AGREEMENT: This Agreement constitutes the entire understanding of the parties and any changes shall be agreed to in writing.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers:

Cabrillo Unified School District

_____

Jennifer Marsh
Chief Business Officer

Date: _____

Contractor

_____

Corrine Bucher | CEF Executive Director
Address: P.O. Box 354
City/State: Half Moon Bay, CA
Zip: 94019

Date: _____

_____

CUSD: Dr. Ramon Miramontes
Superintendent

Date: _____

CABRILLO UNIFIED SCHOOL DISTRICT

498 Kelly Avenue, Half Moon Bay, California 94019 • 650 712-7100 • www.cabrillo.k12.ca.us

INTERIM SUPERINTENDENT
Dr. Ramon Miramontes

GOVERNING BOARD
Mary Beth Alexander
Peter Cerneka
Lizet Cortes
Carmen Daniel
Breanna Lafontaine

MEMORANDUM

MEETING DATE: April 24, 2025
TO: Members of the Governing Board
FROM: Leticia Bhatia, Ed.D., Deputy Superintendent of Educational Services
Rosalva Segura, Family Engagement, Early Learning and Special Program Coordinator
CATEGORY: Consent/Action
ITEM TITLE: Approval of Boys and Girls Club of the Coastside Summer Program 2025 MOU

BACKGROUND INFORMATION

The Boys and Girls Club of the Coastside (BGCC) is the premier provider of after-school academic support for middle and high school students on the San Mateo Coastside. We offer comprehensive programming focused on academic achievement, social-emotional development, sports, fitness, and enrichment activities. BGCC and the Cabrillo Unified School District (CUSD) maintain a robust, long-standing partnership that includes both summer camp and after-school programming.

REPORT/PROPOSAL

For Summer 2025, BGCC will provide after-school programming every school day from June 12 through July 11. Our services will run from noon to 4 PM daily, including supervision during lunch periods. The program will accommodate up to 150 students total, with approximately 30 students per grade level. We're pleased to include both rising 4th graders and incoming 8th grade students in this summer's cohort.

Our comprehensive summer offerings include:

- Academic tutoring and homework support
- Mentoring and leadership development
- Diverse enrichment activities
- Sports and fitness programs

FISCAL ANALYSIS

Funding Structure (Not to Exceed $60,000)

- **ELOP Funding**: Will cover costs for referred rising 4th-6th grade students
- **LCAP Funding**: Will cover costs for approximately 30 rising 7th-8th grade students
    - Source: Goal 1, Action 3D - "Expand existing after-school and summer school supports to improve student academic outcomes for Summer School Interventions"

RECOMMENDATION

Staff recommends that the CUSD Governing Board approve the Summer 2025 Memorandum of Understanding with Boys and Girls Club of the Coastside as presented.

Prepared by: *Josefina Infanzon*

AGREEMENT FOR SERVICE BETWEEN
THE CABRILLO UNIFIED SCHOOL DISTRICT AND CONTRACTOR

This agreement is made as of March 20, 2025, by and between the Cabrillo Unified School District ("CUSD") and Boys & Girls Club of the Coastside (BGCC) ("CONTRACTOR") to provide services.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. SERVICES in consideration of the payments hereinafter set forth, CONTRACTOR shall perform services for CUSD in accordance with the terms, conditions, and specifications set forth herein:

   The CONTRACTOR agrees to provide

   A. Background
   BGCC is a leading provider of after-school academic support for rising fourth to rising eighth grade students on the San Mateo Coast and offers a comprehensive out-of-school time program focused on academic achievement, social-emotional support, sports, fitness, and enrichment opportunities. BGCC and CUSD have previously partnered to provide both summer camp and after-school programming.

   B. Scope of Services
   With this contract, BGCC will provide summer programming – sports, cooking, arts, crafts, field games, board games, electronic gaming tournaments, local field trips. mentoring, and other enrichment for 150 CUSD students (rising 4th to rising 8th grade) for twenty five days during the summer of 2025.

   C. Deliverables
   - The program will begin on Thursday, June 12, and continue, weekdays through Friday, July 11, 2025. There is no program on Thursday, June 19th and Friday, July 4th.
   - The daily schedule will begin at 12 noon and continue to 4 PM. Participants can check out after 3 PM.
   - BGCC staff will be responsible for picking up students from their morning STEAM classrooms and escorting them to the lunch area at Cunha. (At this time, it is expected that all students will be at Cunha for morning STEAM. If students are at Hatch, BGCC will also provide pick-up and escort services. If students are at any other campus, this provision will need to be revisited.)
   - Lunch will be provided for all students by CUSD. CUSD will provide custodial services for the lunch area.
   - BGCC will provide supervision during lunch.
   - The students will include up to 150 total students and 30 in each grade including rising/incoming 4th grade to rising/incoming 8th grade.
   - Students will be identified and invited by CUSD to participate. CUSD will explain to parents/guardians that students must register for the program with BGCC.
   - Families must register their students with BGCC for the program because BCGCC does not have access to district contact, emergency, and medical information.
   - There will be no cost to the students.
   - Staffing will be a 1:20 ratio or less.
   - Program attendance records will be kept and shared with CUSD as requested.
   - Rising 4th through rising 6th grade students will be ELOP recipients by referral only.
   - Rising 7th and right 8th (approximately 30 students) will be paid by other District funds

2. TERM OF AGREEMENT: The term of this agreement is from March 4, 2025, to August 30, 2025.

3. COMPENSATION: The CONTRACTOR agrees to perform all the services of this agreement not to exceed $60,000. Should CUSD wish to add more students, the Contractor requests notification by May 17 (approximately 3 weeks before program training begins) so we can ensure adequate staffing. The cost per additional student would be $400/summer.

4. PAYMENT: The CONTRACTOR shall submit an invoice detailing the services performed during the billing period at the end of the period. The contractor is responsible for complying with all state and federal tax requirements and is the CONTRACTOR'S sole responsibility.

5. EQUIPMENT AND MATERIALS: CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of the Agreement.

6. USE OF SUBCONTRACTORS: CONTRACTOR shall not assign this Agreement or any portion thereof to a third party without the prior written consent of CUSD.

7. LICENSES AND PERMITS: It shall be the CONTRACTOR's responsibility to obtain and keep in force any license, permit or approval required from any agency for work/services to be performed at his/her own expense, prior to commencement of said work/services or forfeit any right to compensation under this Agreement.

8. COMPLIANCE WITH STATE, FEDERAL, AND LOCAL LAWS, REGULATIONS, AND ORDINANCES: CONTRACTOR and all subcontractors shall ensure compliance with all state, federal, and local laws or rules applicable to the performance of the work required under this agreement, and shall execute all necessary certifications of compliance therewith.

9. RELATIONSHIP OF THE PARTIES: CONTRACTOR agrees and understands that the work/services performed under this Agreement are performed as an Independent Contractor and not as an employee of CUSD and that CONTRACTOR acquires none of the rights, privileges, powers, or advantages of CUSD employees.

10. INSURANCE: CONTRACTOR shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect CONTRACTOR and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from CONTRACTOR's operations under this Agreement, whether such operations be by CONTRACTOR, any subcontractor, anyone directly or indirectly employed by either of them or by an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amount(s) specified below:

☒ Comprehensive General Liability... $1,000,000 (applies to all agreements)
_____ Motor Vehicle Liability Insurance.. $1,000,000 (to be checked if motor vehicle used in performing services)
_____ Professional Liability..... $1,000,000 (to be checked if Contractor is a licensed professional)

The CONTRACTOR will provide proof of insurance and will identify CUSD as an additional insured.

11. WAIVER: No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.

12. EQUAL EMPLOYMENT OPPORTUNITY: In connection with the performance of this Agreement, the CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, physical handicap, or national origin.

13. HOLD HARMLESS: CONTRACTOR agrees to indemnify and defend the District, its employees, and agents from any and all claims, damages, and liability in any way occasioned by or arising out of the performance of this agreement.

14. DISPUTE RESOLUTION: Should any dispute arise out of this Agreement, the Parties should meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. The costs of the mediator, if any, shall be shared by the CONTRACTOR and CUSD. If a mediated settlement is reached, neither party shall be the prevailing party for the purposes of this settlement. Neither party

shall be permitted to file legal action without first meeting in mediation and maintaining a good faith attempt to reach a mediated resolution.

15. GOVERNING LAW: This Agreement, including any exhibits, shall for all purposes be deemed subject to the laws of the State of California, and in the event of a lawsuit concerning this Agreement shall be venued in the County of San Mateo.

16. TERMINATION: CUSD may at any time terminate this Agreement upon written notice to CONTRACTOR. CUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, CUSD may terminate this agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, CUSD may secure the required services from another contractor. If the cost to CUSD exceeds the cost of providing the services pursuant to this Agreement, CONTRACTOR shall pay the additional cost.

17. COMPLETENESS OF AGREEMENT: This Agreement constitutes the entire understanding of the parties and any changes shall be agreed to in writing.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers:

Cabrillo Unified School District

_____
Jennifer Marsh
Chief Business Official

Date: _____

_____
Ramon Miramontes
Superintendent
Date: _____

Contractor

_____
Contractor: Boys & Girls Club of the Coastside
Executed by Jill Jacobson, Executive Director

PO Box 545/600 Church Street, Room P11
Half Moon Bay, CA 94019

Date: _____

CABRILLO UNIFIED SCHOOL DISTRICT

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INTERIM SUPERINTENDENT
Dr. Ramon Miramontes

GOVERNING BOARD
Mary Beth Alexander
Peter Cerneka
Lizet Cortes
Carmen Daniel
Breanna Lafontaine

MEMORANDUM

MEETING DATE: April 24, 2025
TO: Members of the Governing Board
FROM: Leticia Bhatia, Ed.D., Deputy Superintendent Educational Services
Lisa Longaker, CTE Coordinator, Half Moon Bay High School
CATEGORY: Consent
ITEM TITLE: Approval of South San Francisco Unified School District Round 7 Strong Workforce Program Grant MOU

BACKGROUND INFORMATION

The Cabrillo Unified School District (CUSD) has been awarded a Round 7 Strong Workforce Grant in partnership with South San Francisco Unified School District (SSFUSD), Collaborative Education Advisors (CEdAd), a vendor approved and endorsed by the San Mateo County Office of Education, and Skyline College. CUSD will act as the fiscal agent for the consortium. This Memorandum Of Understanding (MOU) allows CUSD to disburse funds to SSFUSD and provide additional services for both districts from CEdAd per the grant work plan and budget narrative.

REPORT/PROPOSAL

This grant will provide funds for curriculum development for CTE exploratory electives at Cunha Intermediate School that will provide introductory exposure to the HMBHS CTE pathways. The grant will also provide STEM focused CTE field trips for 7th and 8th grade students from both CUSD and SSFUSD, an 8th grade CTE expo day, transportation for field trips, substitute costs for teachers attending field trips, a summer bridge master class for rising 9th graders at risk for credit deficiency in high school, a field trip to Skyline College for special population students targeted to student supports available and a field trip to Skyline College for alternative education students. These activities are intended to increase college and career readiness, exposure to community colleges, and increase opportunities for CUSD and SSFUSD students, particularly those at risk of not continuing on to postsecondary education.

The Strong Workforce Program (SWP) requires matching funds at a rate of 2:1 to support CTE. The local match may include funding from school district LCFF apportionments pursuant to EC Section 88820-88833, the federal Carl D. Perkins Career and Technical Education Improvement Act of 2006 (now Perkins V), the Agricultural Incentive grant, the SSP grant, the Golden State Pathways grants, or any other source except from the California Career Pathways Trust established pursuant to EC Section 53010. This grant also demonstrates that CUSD and SSFUSD are leveraging and “braiding” CTE funds thus giving both districts special consideration when applying for other CTE grants. Our SMCCD partner, Skyline College, is providing services to both districts per the grant work plan, and has contributed significant matching funds for this grant.

FISCAL ANALYSIS

The total grant award is $945,917. Funds will be dispersed to CUSD, SSFUSD, and to CEdAd for services including planning and materials for middle school and high school field trips, training and workshops, support, coordination, and organization of annual industry CTE off site experiences, 8th grade CTE Expo Days (planning, materials, training and staffing), AI and STEAM innovation challenges at Skyline College on College Expo Days, organization of annual industry CTE aligned community college field trips with workshops for students and teacher PD on AI and STEAM project based learning as needed; course design/ strategic planning with Skyline College

and business partners, and CTE credentialing support. CUSD will receive the indirect costs of the entire grant award (4% maximum allowable by SWP) $36,385, for providing fiscal agency for the grant cycle.

Matching funds required for SWP grants come from general fund expenditures that support CTE, such as CTE teacher and support staff salaries and benefits commensurate to CTE sections, the allowable grant matching funds listed above, LCFF funds spent on CTE classroom furniture, textbooks, and supplies, and local bond funds spent on CTE facilities improvements. Skyline College is a partner in this grant and is providing substantial matching support for the services they are providing to both districts during this grant period.

RECOMMENDATION

It is recommended that the CUSD governing board approve South San Francisco Unified School District Round 7 Strong Workforce Program Grant MOU as submitted.

Prepared by: *Josefina Infanzon*

AGREEMENT BETWEEN

CABRILLO UNIFIED SCHOOL DISTRICT

AND SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

FOR K12 STRONG WORKFORCE PROGRAM

Building Bridges:Equity-Centered STEM CTE Journey from Mid School 2 HS & Special Pops 2 Com. College

This agreement, dated May 1, 2025 is entered into between Cabrillo Unified School District ("CUSD") and South San Francisco Unified School District ("SSFUSD"), collectively referred to as "Parties" and individually as "Party."

1. RECITALS

WHEREAS, CUSD has received a K12 Strong Workforce Program (hereinafter referred to as “K12 SWP") grant from the Bay Area Community College Consortium (hereinafter referred to as "Regional Consortium") and is responsible for distributing funds to each district within the K12 SWP consortium, following certification by the District Signing Authority; and

WHEREAS, CUSD is authorized to receive funding from K12 SWP, as appropriated under Education Code § 88827, to create, support, and/or expand high-quality career technical education programs at the K12 level; and

WHEREAS, SSFUSD enters into this Agreement to set the terms and conditions for its K12 SWP award of, and to be accountable for all deliverables identified in Exhibit A: Application and Scope of Work; and follow:

NOW, THEREFORE, in exchange for the covenants set forth below, the Parties agree as

2. AWARD AMOUNT

The total amount awarded to SSFUSD pursuant to this Agreement is **$312,720** and payment to the SSFUSD shall be made in accordance with the terms and conditions of this Agreement and as determined by the amount approved as identified in Exhibit B: Budget.

SSFUSD certifies that grant funds received and the matching funds contributed by SSFUSD shall be used solely for the purpose of supporting the program or programs for which the grant is awarded.

3. PERIOD OF PERFORMANCE

The period of performance for this Agreement shall commence on May 1, 2025 and shall expire on June 30, 2027, unless terminated earlier in accordance with the termination/cancellation provisions of this Agreement.

4. **SCOPE OF WORK**

SSFUSD shall carry out the activities and achieve the performance outcomes as presented in the application and attached as Exhibit A: Application Scope of Work.

5. MODIFICATIONS

SSFUSD may request modifications to the work to be performed. All such requests must be submitted in writing to the CUSD CTE Coordinator prior to the modifications being made. The CTE Coordinator may require that a Grant Amendment be processed, if the Regional Consortium determines that a change would materially affect the project outcomes as described in Exhibit A, the terms of this Agreement or the terms included in the K12 SWP RFA - Appendix A: Program-Specific Legal Terms and Conditions available at k12swpRFA.baccc.net.

District may make changes to any budget category amounts up to 10% of the total award amount per line item as listed in Exhibit B: Budget without SMCOE approval so long as budget categories are not added or deleted, the total dollar amount of the Agreement is not affected, and the outcomes of the Agreement will not be materially affected. SSFUSD may add or delete budget categories subject to the prior approval of the CUSD, which may have to get approval from the Regional Consortium..

Amendments are required for budget changes when there are changes in the total dollar amount of the Agreement and/or outcomes of the Agreement are materially affected. The process for requesting and approving amendments are determined by the Regional Consortium. Budget changes or amendments are subject to applicable program limitations and require approval of the Regional Consortium. No extensions to the performance period will be granted.

6. INVOICING AND PAYMENT

Advance payment of 70% of the total amount of this Agreement will be paid within 45 days following full execution of the Agreement.

SSFUSD may request payment for reimbursable expenditures for the remaining 30% of the total amount of this Agreement when actual expenditures and NOVA reported expenditures exceed the 70% advance payment.. Payment(s) will be made, upon receipt of an invoice. Invoices shall be submitted on a form provided by CUSD and must be supported by financial detail reports that itemize costs. CUSD may request back-up documentation for expenditures, if required to adhere to compliance terms and standards. Payment of invoices is contingent upon completion and approval by CUSD of any reports due on or before the date of the submitted invoice.

SSFUSD agrees to provide financial reports for all required performance periods under this Agreement between May 1, 2025 and June 30, 2027. Please use the K12 Strong Workforce Program Expenditure Report when reporting quarterly expenditures.

SSFUSD is obligated to provide proportional dollar match according to the terms set forth in the K12

Strong Workforce Program RFA (k12swpRFA.baccc.net) and as indicated in Exhibit B: Budget. Documentation of the required match will be provided to CUSD in the manner and on the schedule posted on the BACCC K12 SWP website, k12swp.baccc.net.

7. REPORTING

K12 SWP funding is project based with project submissions and reporting expenditures in NOVA. SSFUSD agrees to adhere to the reporting schedule as posted on the BACCC K12 SWP website, k12swp.baccc.net. SSFUSD will be provided 25 days notice of report due dates and any changes to the reporting schedule. Fiscal and narrative reports of project progress may be requested by CUSD at other times.

SSFUSD shall prepare and submit outcomes data as required by Education Code §88828 (d) (8). SSFUSD shall enter into and maintain a data sharing MOU with Cal-PASS Plus until an MOU is executed between CDE and the California Community College Chancellor's Office for information sharing on K12 data by November 1 immediately following the fiscal year for which data are being reported.

SSFUSD shall provide student-level data necessary to evaluate K12 SWP to CDE; beginning in 2024-25, submit all end-of-year data files, as applicable and required by K12 SWP leadership, into the Cal-PASS Plus system; and notify CUSD that the data has been reported. As per the legislation, failure to provide this data may result in termination of the grant.

8. SUBGRANTING AND SUBCONTRACTING

SSFUSD is responsible for the performance of any services provided through funds awarded under this grant by partners, consultants, or other organizations.

SSFUSD shall obtain approval from CUSD for additions or deletions to the subgrantees named in Exhibit A: Application and Scope of Work or for changes in the amount of funds awarded in Exhibit B: Budget.

SSFUSD is to be fully responsible to the Regional Consortium for the acts and omissions of its subgrantees, subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by SSFUSD. SSFUSD's obligation to pay its subgrantees and subcontractors is independent from the obligations of CUSD to make payments to SSFUSD. As a result CUSD shall have no obligation to pay or enforce the payment of any money to a subgrantee or subcontractor.

9. RECORDS AND AUDITS

The State Controller will include the audit instructions necessary to enforce the requirements pertaining to the K12 component of the Strong Workforce Program in the audit guide required by Education Code Section 14502.1.

SSFUSD must maintain records regarding use of program funds and progress made towards completing the performance outcomes listed in Exhibit A: Application and Scope of Work.

SSFUSD shall maintain and make available expenditure data on career technical education programs for the purposes of verifying that the matching funds requirements as specified in the K12 Strong Workforce Program RFA (k12swpRFA.baccc.net) have been met.

Parties agree that CUSD, the Regional Consortium, the Chancellor's Office, the Bureau of State Audits, and any other appropriate state or federal oversight agency, or their designated representative(s), shall have the right to review and copy any records and supporting documentation pertaining to the performance of this Agreement. SSFUSD agrees to maintain such records for possible audit for a minimum of three (3) years after the final payment or until any audit findings have been resolved, unless a longer period of records retention is stipulated. SSFUSD agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, SSFUSD agrees to include a similar right of CUSD, the Chancellor's Office, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s) to audit records and interview staff in any subcontract related to performance of this Agreement.

10. TERMINATION

Either Party may terminate this Agreement, with or without cause upon thirty (30) days written notice served upon the other Party. Notice shall be deemed served on the date of mailing. Upon termination, or notice thereof, the Parties agree to cooperate with one another in the orderly transfer of contract responsibilities, records, and pertinent documents. SSFUSD will be liable for and will repay to CUSD any amounts in excess of the amount owed by CUSD at the time the Agreement is terminated. The amount to be repaid by SSFUSD shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

11. DISPUTES

All claims, disputes, and other matters in question between the Parties arising out of or relating to this Agreement or the breach thereof shall be addressed in the following manner. The Parties shall enter into good faith negotiations to reach an equitable settlement. Except as otherwise provided in this Agreement, any dispute concerning any question arising under this Agreement shall be decided by the Regional Consortium or the California Community College Chancellor's Office, based on prior written mutual agreement as to which of these two entities will resolve the dispute.. If the Parties do not agree as to the dispute resolution entity, CUSD will solely select one and such selection will be binding on SSFUSD. In such a case, the decision of CUSD-selected dispute resolution entity shall be reduced to writing and a copy thereof shall be mailed or otherwise furnished to SSFUSD.. The decision shall be final and conclusive unless within thirty (30) calendar days from the mailing or delivery of such copy, CUSD receives from SSFUSD a written request to appeal said decision. Pending final decision of the appeal,SSFUSD shall act in accordance with the written decision of CUSD or the Chancellor's Office, whichever is the final arbiter of the dispute..The handling of non-criminal complaints, including discrimination complaints, and complaints and reports of criminal fraud, waste and abuse shall be as prescribed by the State of California, and/or the Prime Sponsor, whichever is applicable, in accordance with applicable provisions of the Code of Federal Regulations..

12. INDEMNIFICATION

Each Party will defend, indemnify and hold the other Party, its officers, employees, and agents

harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, employees, or agents. In the event of concurrent negligence of SSFUSD, its officers, officials, agents or employees, and CUSD, its officers, officials, agents or employees, then the liability for any and all claims, suits or actions of every name, kind and description arising out of this Agreement shall be apportioned between the Parties under the established California rules of comparative negligence with each party bearing its own attorney's fees and costs.

13. INDEPENDENT CONTRACTORS

For the purpose of this Agreement and all work and services specified herein, the parties shall be, and shall be deemed to be independent contractors and not agents or employees of the other party.

SSFUSD, in the performance of this Agreement, shall be and act as an independent contractor and not as an employee of CUSD. SSFUSD understands and agrees that it and all of its employees shall not be considered officers, employees or agents of CUSD, and are not entitled to benefits of any kind or nature normally provided to employees of CUSD and/or to which CUSD's employees are normally entitled, including, but not limited to State Unemployment Compensation or Workers' Compensation. SSFUSD assumes full responsibility for its acts and/or liabilities including those of its employees or agents as they relate to the services provided under this Agreement. SSFUSD shall assume full responsibility for withholding and payment of all: Federal, State, Local and applicable income taxes; workers' compensation; contributions, including but not limited to, unemployment insurance and social security with respect to SSFUSD's employees. CUSD will not withhold taxes, unemployment insurance or social security for SSFUSD's employees or independent subcontractors. SSFUSD agrees to indemnify and hold CUSD harmless from and against any and all liability arising from any failure of SSFUSD to withhold or pay any applicable tax, unemployment insurance or social security when due.

14.ASSURANCES

By signing this Agreement, the Parties certify they will comply with the terms and conditions outlined in the Strong Workforce Program established by Education Code §§ 88827-88833, and with the guidance documents provided by the California Community College Chancellor's Office, K12 Strong Workforce Program RFA (k12swpRFA.baccc.net).

By signing this Agreement, SSFUSD certifies that it complies with state and federal requirements for Standards of Conduct, Workers' Compensation Insurance, Participation in Grant-Funded Activities, Non-Discrimination, Accessibility for Persons with Disabilities, Drug-Free Workplace Certification, Intellectual Property, and Debarment and Suspension, and will adhere to these legal standards and requirements in the performance of work related to this Agreement.

15. FEDERAL, STATE AND LOCAL TAXES

Except as may be otherwise provided in this Agreement, SSFUSD's award amount includes all applicable Federal, State, and local taxes and duties, and therefore. SSFUSD shall be responsible for paying all such costs.

16. EQUAL OPPORTUNITY/NON-DISCRIMINATION

A. During the performance of this Agreement, SSFUSD shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religion, creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer and genetic characteristics), age (over 40), marital status, denial of family care leave, sexual orientation, gender, gender expression, political affiliation, position in a labor dispute, or any characteristic listed or defined in §11135 of the Government Code or any characteristic that is contained in the prohibition of hate crimes set forth in subdivision (1) of §422.6 of the California Penal Code, or any other status protected by law is strictly prohibited. SSFUSD shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

B. SSFUSD shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, §§12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs., tit. 2, §§7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code §12990 (a-f), set forth in chapter 5 of division 4 of title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

C. SSFUSD shall also comply with the provisions of Government Code §§11135-11139.8, and the regulations promulgated thereunder by the Board of Governors of the California Community Colleges (Cal. Code of Regulations, tide 5, §§59300 et seq.).

17. UNENFORCEABLE PROVISION

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement remain in full force and effect and shall not be affected thereby.

18. WAIVER

Any waiver by CUSD of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term. Failure on the part of CUSD to require full, exact, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms of this Agreement, or stopping CUSD from enforcing the terms of this Agreement.

19. COMPLIANCE WITH APPLICABLE LAWS

It is understood and agreed that this Agreement shall be governed by the laws of the State of California both as to the interpretation and performance; venue of any action brought with regard to this Agreement shall be in San Mateo County, State of California. SSFUSD shall be subject to and shall comply with all Federal, State and local laws and regulations applicable with respect to its performance of services under this Agreement.

20. INTELLECTUAL PROPERTY

Any work product resulting from this Agreement falls under the Chancellor's Office Creative Commons Attribution license, which gives permission to the public to reproduce, distribute, perform, display or adapt the licensed materials for any purpose, so long as the user gives attribution to the author.

21. ORDER OF PRECEDENCE

Any inconsistency or conflict between provisions in this Agreement shall be resolved by giving precedence in the following order:

1. Process for requesting/approving budget/contract changes as posted on k12swp.baccc.net website.
2. The Agreement
3. K12 Strong Workforce Program RFA (k12swpRFA.net)
4. Exhibit A: Application and Scope of Work
5. Exhibit B: Budget

22. SIGNATURES

By signing below, the Parties agree to the terms and conditions set forth in this Agreement, which terms and conditions, upon such signatures, shall be incorporated into and become a part of the Agreement between SSFUSD and CUSD, and are binding upon the Parties without any further action by the Parties.

Ramon Miramontes Superintendent, Cabrillo Unified School District	Date
Shawnterra Moore Superintendent, South San Francisco Unified School District	Date

Exhibit A: Scope of Work

SSFUSD/CUSD's R7 SWP aims to establish mindful connections between middle school students and high school pathways in STEM-integrated Career and Technical Education (CTE) programs. Many students are unaware of the high school pathways aligning with their interests and career aspirations. A 6th grade interest survey will identify pathways of interest for students for future development. Structured visits to Skyline College and industry partners, featuring integrated STEM sessions focusing on career exploration and high school pathways, will equip students with the knowledge to make informed decisions about their CTE course and pathway choices, creating a bridge for students to high school CTE pathways. Workshops utilizing drones, robotics, and AI will be hosted at Skyline College or industry partner sites for our MS attendees, and aligned to high school pathways. This initiative also addresses the needs of high school students in Alternative Education, as well as our students with disabilities by providing opportunities specific to these special populations. Also provided are funds for CTE master classes for students at risk of early credit deficiency. CUSD will serve as the fiscal agent for this grant and will disperse funds to SSFUSD and Collaborative Education Advisors per a professional services agreement. This agreement will provide services to both CUSD and SSFUSD and the contract paid by CUSD as the fiscal agent.

Exhibit B: Budget and Match

Funds Overview for Entire K12 SWP Grant:

Grant Amount	$945,917	2;1 Match
Financial Contribution (Cash Match)	$1,891,834	100%
Indirect (4%)	$36,385	

Budget by Category of Expenditure (Object Code) for Entire K12 SWP CUSD/SSFUSD Rd. 7 Grant:

Expenditure type	Totals
1000- Certificated salaries	$368,000
2000- Classified salaries	$0
3000- Employee benefits	$114,240
4000- Books and supplies	$51,600
5000- Services and other	$375,692

expenditures	
6000- Capital outlay	$0
7000- Indirect costs	$36,385
Total budget	$945,917

Allocation and Match		
District	Total Allocation	Total Match
CUSD	$633,197	$589,598
SSFUSD	$312,720	$697,763
Skyline College	$0	$604,473

Budgets by Grant Cycle:

Cabrillo Unified

Expenditure type	2024-25	2025-26	2026-27	Totals
1000- Certificated salaries	$0	$92,000	$92,000	$184,000
2000- Classified salaries	$0	$0	$0	$0
3000- Employee benefits	$0	$28,560	$28,560	$57,120
4000- Books and supplies	$0	$17,500	$17,500	$35,000
5000- Services and other expenditures	$6,000	$123,792	$190,900	$320,692
6000- Capital outlay	$0	$0	$0	$0
7000- Indirect costs	$240	$17,152	$18,993	$36,385
Total budget	$6,240	$306,504	$375,453	$633,197

South San Francisco Unified School District

Expenditure type	2024-25	2025-26	2026-27	Totals
1000- Certificated salaries	$0	$92,000	$92,000	$184,000
2000- Classified salaries	$0	$0	$0	$0
3000- Employee benefits	$0	$28,560	$28,560	$57,120
4000- Books and supplies	$0	$8,300	$8,300	$16,600
5000- Services and other expenditures	$0	$27,500	$27,500	$55,000
6000- Capital outlay	$0	$0	$0	$0
7000- Indirect costs	$0	$0	$0	$0
Total budget	$0	$156,360	$156,360	$312,720

CABRILLO UNIFIED SCHOOL DISTRICT

498 Kelly Avenue, Half Moon Bay, California 94019 • 650 712-7100 • www.cabrillo.k12.ca.us

INTERIM SUPERINTENDENT
Dr. Ramon Miramontes

GOVERNING BOARD
Mary Beth Alexander
Peter Cerneka
Lizet Cortes
Carmen Daniel
Breanna Lafontaine

MEMORANDUM

MEETING DATE: April 24, 2025
TO: Members of the Governing Board
FROM: Bianca Forrester, M.A. Ed., Associate Superintendent of Human Resources and Student Services
CATEGORY: Consent/Action
ITEM TITLE: Approval of Certificated Personnel Report

BACKGROUND INFORMATION

1. **REASSIGNMENT**

   Drew Gamet, formerly Director of Alternative Programs, reassigned to Bond Program Fiscal Project Director, effective April 1, 2025.

2. **OFFER OF PROBATIONARY EMPLOYMENT FOR 2025-2026**

   Hopi Tocher, School Counselor, Cunha Intermediate School, effective August 11, 2025.

3. **RETIREMENT**

   Theresa Janzen, English Teacher, Half Moon Bay High School, effective June 6, 2025.

FISCAL ANALYSIS

There is no impact to the current budget, the district anticipates a positive impact to the 2025-26 budget.

RECOMMENDATION

Staff recommends approval of the April 24, 2025, Certificated Personnel Report

Prepared by: *Jackie Sullivan*

CABRILLO UNIFIED SCHOOL DISTRICT

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MEMORANDUM

MEETING DATE: April 24, 2025
TO: Members of the Governing Board
FROM: Bianca Forrester, M.A. Ed., Associate Superintendent of Human Resources and Student Services
CATEGORY: Consent/Action
ITEM TITLE: Approval of Classified Personnel Report

BACKGROUND INFORMATION

1. OFFER EMPLOYMENT

Erik Nabor, Food Service Assistant, Cunha Intermediate School, effective April 8, 2025.

FISCAL ANALYSIS

There is no impact to the current budget.

RECOMMENDATION

Staff recommends approval of the April 24, 2025, Classified Personnel Report

Prepared by: *Jackie Sullivan*

CABRILLO UNIFIED SCHOOL DISTRICT

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MEMORANDUM

MEETING DATE: April 24, 2025
TO: Members of the Governing Board
FROM: Bianca Forrester, M.A.Ed., Associate Superintendent of Human Resources and Student Services
CATEGORY: Consent/Action
ITEM TITLE: Cabrillo Unified Teachers Association (CUTA) Initial Proposals for Negotiations (2025-26)

BACKGROUND INFORMATION

In accordance with Government Code section 3547, initial proposals of exclusive representatives and of public school employers which relate to matters within the scope of representation must be presented at a public meeting of the public school employer. CUTA notified the District of its intention to "sunshine" its initial proposals for bargaining for the 2025-26 school year at the April 24, 2025, meeting of the Governing Board. Enclosed is a copy of CUTA's initial proposals, dated April 7, 2025.

FISCAL ANALYSIS

There is no financial impact to the General Fund.

RECOMMENDATION

In accordance with Government Code section 3547(c), staff recommends that the Governing Board receive CUTA's initial proposal.

Prepared by: *Jackie Sullivan*

CUTA
Cabrillo Unified Teachers Association
1 Lewis Foster Drive, Half Moon Bay, CA 94019
John Carey, Presidents
cutapresidents@gmail.com

April 7, 2025

Carmen Daniel, President
Cabrillo Unified School District Governing Board
498 Kelly Avenue
Half Moon Bay, CA 94019

Dear Ms. Daniel and Governing Board Members,

Pursuant to Article 23, Duration and Reopeners, of the Agreement between the Cabrillo Unified School District and the Cabrillo Unified Teachers' Association, CUTA is invoking Clause 23.2 to institute negotiations for a successor agreement to begin in 2025-2026. Consider this our official sunshine notification.

Presently, CUTA would like to open:

- Article 2: Compensation;
- Article 3: Health and Welfare Benefits;
- Article 4: Leaves of Absence;
- Article 6: Class Size;
- Article 7: Association Rights;
- Article 12: Teaching Hours;
- Article 14: Safety Conditions of Employment;
- Article 22: Employee/Management Positive Working Relationships Team (EMPWR Team);
- Article 23: Duration and Reopeners;

CUTA requests that we schedule a series of bargaining meetings, commencing as soon as possible, to mutually accommodate the availability of our California Teachers Association representative and the district's representative.

Sincerely,

John Carey
President
Cabrillo Unified Teachers Association

Joseph Centoni
Bargaining Chairperson

Cc: CUSD Governing Board Members
Ramon Miramontes, CUSD Interim Superintendent
Bianca Forrester, Director of Personnel and Pupil Services
Kathleen Beebe, CTA Representative

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INTERIM SUPERINTENDENT
Dr. Ramon Miramontes

GOVERNING BOARD
Mary Beth Alexander
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MEMORANDUM

MEETING DATE: April 24, 2025
TO: Members of the Governing Board
FROM: Bianca Forrester, M.A.Ed., Associate Superintendent of Human Resources and Student Services
CATEGORY: Consent/Action
ITEM TITLE: Approval of Student Teacher Contract Renewal with San Francisco State University

BACKGROUND INFORMATION

The district is maintaining a student teacher agreement with San Francisco State University in order to participate in their student teaching program.

San Francisco State University operates a program for the education and training of students pursuing a California Preliminary Multiple Subject Teaching Credential and/or Single Subject Teaching Credential with English Learner Authorization (ELA) or a Speech/Language Pathology credential (i.e., credential candidates).

The general guidelines for student teachers vary between credential emphasis. During the 2025-2026 school year, students from San Francisco State University will be assigned to the Cabrillo Unified School District.

PROPOSAL

The district proposes the renewal of the existing student teacher agreement between San Francisco State University and the Cabrillo Unified School District. Agreement will be extended through June 30, 2025.

FISCAL ANALYSIS

There is no financial impact to the General Fund.

RECOMMENDATION

Staff recommends approval of Student Teacher Contract Renewal with SFSU as submitted.

Prepared by: *Jackie Sullivan*

STUDENT TEACHING AGREEMENT
SAN FRANCISCO STATE UNIVERSITY
AND
Cabrillo Unified School Distrcit

THIS AGREEMENT is entered into by and between the Trustees of the California State University (the University), which is the State of California acting in a higher education capacity through its duly appointed and acting officer on behalf of San Francisco State University, hereinafter called "the University" and the above named School, hereinafter called "the School".

WHEREAS, the California Commission on Teacher Credentialing is an agency in the Executive Branch of California State Government, created in 1970 by the Ryan Act as the autonomous state standards boards for educator preparation for the public schools of California, the licensing and credentialing of professional educators in the State, the enforcement of professional practices of educators, and the discipline of credential holders in the State of California;

WHEREAS, pursuant to the provisions of the California Education Code, the governing board of any school is authorized to enter into agreements with any California State University, the University of California, or any other university or college accredited by the California Commission on Teacher Credentialing as an educator preparation institution to provide teaching practicum and administrative experience to University students enrolled in the credential curricula of such institutions (to include but not exclusive to Multiple Subjects Credential, Single Subjects Credential, Education Specialist; Clinical Rehabilitation Services Credentials; Added Authorizations in Adapted Physical Education, Bilingual Education, and others; and Administrative Services Credential); and

WHEREAS, the University represents that it is accredited by the California Commission on Teacher Credentialing as an educator preparation and credentialing institution.

NOW THEREFORE, it is mutually agreed between the parties hereto as follows:

GENERAL PROVISIONS

1. The term of this agreement shall be from July 1, 2025 to June 30, 2030.

2. The School shall provide practicum experience through practice teaching or administrative experience in schools and classes of the School in accordance with California Commission on Teacher Credentialing Standards. Students of the University shall be assigned by the University to practice teaching or administrative experiences in schools or classes in the School for the term as set forth in special provisions. Such practice teaching or administrative experiences shall be provided in such schools or classes of the School, and under the direct supervision and instruction of such employees of the School as the School and the University through which their duly authorized representatives may agree upon. The assignment of a student teacher or administrative intern is the joint responsibility of the School and the University.

   The School may, for good cause, refuse to accept any student of the University assigned to practice teaching or administrative duties in schools or classes of the School. The University may, for good cause, terminate the assignment of any student of the University to practice teaching or administrative duties in the School.

"Practice Teaching" or "Administrative Internship", as used herein and elsewhere in this agreement, means active participation in the duties and functions of the classroom teaching or school site under the direct supervision and instruction of employees of the School. These employees shall hold valid life diplomas or credentials issued by the State Commission on Teacher Credentialing, other than emergency, intern, or provisional credentials, and be authorized to serve as classroom teachers or principals in the schools or classes in which the practice teaching or administrative internship is provided.

3. Each "semester unit of practice teaching or administrative experience" as used herein and elsewhere in this agreement for elementary and secondary schools equals approximately twenty (20) minutes of practice teaching daily for five (5) days a week for sixteen (16) weeks. Other components of the student teaching experience, based on standards for educator preparation determined by the CTC shall include:

- Students should be given ample time to participate in the school activities from the beginning to the end of the year.
- Students should be given ample time to participate in multiple placements per elementary, middle and high school settings, based on specific credential requirements.
- Students should have at least 12 to 16 hours for Adapted Physical Education teachers and 20-25 hours per week for elementary, secondary and special education candidates to work in specified site.
- Students should be allowed to experience two full weeks (all day) of student teaching or administrative experience. Students should be allowed to participate in school settings for a maximum of 16 weeks per semester of teaching or administrative experience.
- Students should participate in inclusive education programs that provide the Least Restrictive Environment (LRE) for all TK-12th grade students.
- Students should participate in robust programs and support for English learners that provide opportunities that reflect, to the extent possible, socioeconomic and cultural diversity.
- Students should be permitted the opportunity for video capture for candidate reflection and Teaching Performance Assessment (TPA) completion, following appropriate parental and school consent procedures.

4. Responsibilities of the University program in provision and preparation of student teaching and/or administrative experiences for candidates placed in the School shall include the following, as per CTC educator preparation standards:

- The University provides initial orientation for preparation of University supervisors and school-employed supervisors (referred to hereafter as cooperating teachers) of clinical practice experiences to ensure all supervisors understand their role and expectations.
- The University provides cooperating teachers a minimum of 10 hours of initial orientation to the program curriculum, about effective supervision approaches such as cognitive coaching, adult learning theory, and current content-specific pedagogy and instructional practices. The University ensures that cooperating teachers remain current in the knowledge and skills for candidate supervision and program expectations, specifically the program curriculum and assessments, including the Teaching Performance Expectations (TPEs) and the Teaching Performance Assessment (TPA) model chosen by the program.
- University supervisors will minimally provide formal evaluation of each candidate 6 times per semester.

- University supervision may include an in-person site visit, video capture or synchronous video observation, but it must be archived either by annotated video or scripted observations and evaluated based on the Teaching Performance Expectations (TPEs), that produce data that can be aggregated and disaggregated.

5. School responsibilities in the preparation of student teacher and administrative candidates include the following, as per CTC educator preparation standards:

   - Following a collaborative process of placing student teachers and administrative intern candidates with selected cooperating teachers, the cooperating teachers in the School minimally provide 5 hours per week of support and guidance to each candidate during the final semester of student teaching or internship experience.
   - Assurance that each school site employs a fully qualified site administrator (principal or equivalent).
   - Assurance that each selected cooperating teacher holds a Clear Credential in the content area for which they are providing supervision, have a minimum of three years of content area K-12 teaching experience,and will stay current with changing program requirements, including program alignment to the Literacy Standards
   - Student teachers placed within the participating district must be at sites that allow the Student teacher to provide effective literacy instruction for all students. Specifically, the student teacher shall be at sites that allow for instructing students in literacy areas of meaning making, language development, and effective expression.

6. Collaborative responsibilities of the University and the School in the selection of school sites and supervisors include the following, as per CTC educator preparation standards:

   - Collaborative selection of clinical sites (schools) will be conducted by University and School personnel that demonstrate commitment to evidence-based practices and continuous program improvement, have partnerships with other appropriate educational, social, and community entities that support teaching and learning, place students with disabilities in the Least Restrictive Environment (LRE), provide robust programs and support for English learners, that reflect, to the extent possible, socioeconomic and cultural diversity, and permit video capture for candidate reflection and TPA completion.
   - The University and School will collaboratively select cooperating teachers who are credentialed or who have equivalent experience in educator preparation, based on mutually agreed upon criteria that are consistent with CTC standards. Supervisors should be experts in the content area of the candidate being supervised and should have recent professional experiences in school settings where the curriculum aligns with California's adopted content standards and frameworks, and the school should reflect the diversity of California's student population.
   - The University and School collaboratively match candidates and school-employed supervisors.

7. An assignment of a student of the University to practice teaching or administration in the School shall be deemed to be effective for the purposes of this agreement as of the date student presents to the proper authorities of the School the assignment card or other document given by the University effecting such assignment, but not earlier than the date of such assignments as shown on such card or other document. Absences of a student from assigned practice teaching or administrative practicum shall not be counted as absences in computing the semester units of practice teaching or APE or administrative practicum provided the student by the School.

8. School shall be responsible for damages caused by the negligence of its officers, employees and agents. University shall be responsible for the damages caused by the negligence of its officers, employees and agents. The intent of this paragraph is to impose responsibility on each party for the negligence of its officers, employees and agents.

9. University shall maintain Student Professional Liability Insurance for its students for the entire duration of this agreement. Evidence of such coverage shall be furnished upon request by School.

10. University is permissibly self-insured for its general liability, motor vehicle liability, worker's compensation and property exposures. School unless permissibly self-insured itself shall maintain in full force Commercial Liability Insurance and Professional Liability Insurance with limits no less than $1,000,000/$3,000,000 aggregate. Evidence of such coverage shall be furnished upon request by School and University.

11. It is understood and agreed by the parties that all students shall be considered learners and are not covered by Workers Compensations of either party. They shall not replace School staff except as may be necessary as a part of their educational training.

12. Notwithstanding any other provision to the contrary, this Agreement may be terminated without cause at any time by either party upon ninety (90) days' prior written notice to the other party or upon completion of the students' rotation, whichever is greater. In the event of a material breach of this Agreement, the aggrieved party may terminate this Agreement by giving thirty (30) days' prior written notice of termination to the breaching party.

13. This agreement may be amended or modified at any time by mutual written consent of both parties.

14. Exhibit A is incorporated herein by reference and made a part of this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this agreement on the date and year set forth below.

By _____
Deanna Tam
Buyer III

(Date)

"University"
San Francisco State University
1600 Holloway Avenue, CY140
San Francisco, CA 94132
Tel: 415-405-3511
dytam@sfsu.edu

By [redacted]
Bianca Forrester, Associate Superintendent
of Human Resources

04.08.2025
(Date)

Cabrillo Unified School District
498 Kelly Avenue
Half Moon Bay, CA 94019
Tel: 650-870-1723
forresterb@cabrillo.k12.ca.us

SCHOOL BOARD CERTIFICATION

I, the duly appointed and acting Clerk or Secretary of the Governing Board of the School listed below, do hereby certify that the following is a true and exact copy of a portion of the Minutes of the regular meeting of said Board held on _____. (month/day/year)

"It was moved, seconded and carried that the attached contract with the Trustees of the California State University for the State University, whereby the University may assign students to the schools of_____ for practice teaching be approved."

_____
School

_____
County

By _____
Clerk, Secretary (circle one)
Of the Board of Trustees

Exhibit A

COVID-19 Representation

SCHOOL is aware of and informed about the hazards currently known to be associated with the novel coronavirus referred to as "COVID-19". SCHOOL is familiar with and informed about the Centers for Disease Control and Prevention ("CDC") current guidelines regarding COVID-19 as well as applicable federal, state, and local governmental directives regarding COVID-19. SCHOOL, to the best of its knowledge and belief, is in compliance with those current CDC guidelines and applicable governmental directives. If the current CDC guidelines or applicable government directives are modified, changed or updated, SCHOOL will take steps to comply with the modified, changed or updated guidelines or directives. If at any time SCHOOL becomes aware that it is not in compliance with CDC guidelines or an applicable governmental directive, it will notify the UNIVERSITY of that fact.

CABRILLO UNIFIED SCHOOL DISTRICT

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INTERIM SUPERINTENDENT
Dr. Ramon Miramontes

GOVERNING BOARD
Mary Beth Alexander
Peter Cerneka
Lizet Cortes
Carmen Daniel
Breanna Lafontaine

MEMORANDUM

MEETING DATE: April 24, 2025
TO: Members of the Governing Board
FROM: Jennifer Marsh, Chief Business Officer
CATEGORY: Consent/Action
ITEM TITLE: CUSD Enrollment Report

BACKGROUND INFORMATION

School district funding is directly related to the number and type of students each district serves. Under the Local Control Funding Formula (LCFF) funding mechanism, funding targets are based on student characteristics and overall enrollment. The LCFF funding targets consist of grade span-specific base grants plus supplemental and concentration grants calculated based on student demographic factors. The chart presented depicts the CUSD enrollment and is provided for information purposes only.

REPORT/PROPOSAL

2024-25 Enrollment Report Period 8.

FISCAL ANALYSIS

Enrollment data is entered into the LCFF calculator for funding purposes.

RECOMMENDATION

Receive the CUSD Enrollment Report as submitted.

Prepared by: *Holly Lynne*

CABRILLO UNIFIED SCHOOL DISTRICT
2024-2025 SCHOOL YEAR
ENROLLMENT REPORT

School Month No. **8** **Date:** **4/4/2025**

Grade	El Granada	Farallone View	Hatch	Kings Mountain	Cunha	Half Moon Bay High	Pilarcitos	Home & Independent Study	TOTALS
TK	32	24	48	7	-	-	-	0	111
K	49	22	66	6	-	-	-	0	143
1	56	25	92	11	-	-	-	0	184
2	50	25	97	8	-	-	-	0	180
3	41	25	85	9	-	-	-	0	160
4	53	32	87	2	-	-	-	0	174
5	47	22	77	3	-	-	-	0	149
6	-		-	-	171	-	-	1	172
7	-	-	-	-	160	-	-	0	160
8	-	-	-	-	189	-	-	0	189
9	-	-	-	-	-	218	0	1	219
10	-	-	-	-	-	198	7	4	209
11	-	-	-	-	-	238	12	9	259
12	-	-	-	-	-	225	17	10	252
TOTAL ENROLLMENT	**328**	**175**	**552**	**46**	**520**	**879**	**36**	**25**	**2561**
Total Enrollment as of 3/22/2024	338	155	545	44	543	962	42	17	2646
Difference between 3/22/2024 Total Enrollment and 4/04/2025 Total Enrollment	**-10**	**20**	**7**	**2**	**-23**	**-83**	**-6**	**8**	**-85**
Total Enrollment as of 3/7/2025	329	173	550	46	519	882	37	23	2559
Difference between 3/07/2025 Total Enrollment and 4/04/2025 Total Enrollment	**-1**	**2**	**2**	**0**	**1**	**-3**	**-1**	**2**	**2**

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Breanna Lafontaine

MEMORANDUM

MEETING DATE: April 24, 2025
TO: Members of the Governing Board
FROM: Jennifer Marsh, Chief Business Officer
CATEGORY: Consent/Action,
ITEM TITLE: Approval of Donations to Cabrillo Unified School District

BACKGROUND INFORMATION

Pursuant to Governing Board Policy 3290, the Governing Board is to accept donations on behalf of the district or any school in the district.

The Governing Board routinely reviews the monthly donation reports.

REPORT/PROPOSAL

Summary Site Donations 04/24/2025.

FISCAL ANALYSIS

There is no financial impact on the General Fund.

RECOMMENDATION

Approve as submitted.

Prepared by: *Holly Lynne*

April 24, 2025 Board Meeting
Summary Site Donations

Site	Items	Donor	Amount	Site Total Donations
HMBHS	Money for the Drama Club	Carol D. Price & Allen L. Price	$5,000	
				$5,000

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MEMORANDUM

MEETING DATE: April 24, 2025
TO: Members of the Governing Board
FROM: Jennifer Marsh, Chief Business Officer
CATEGORY: Consent/Information
ITEM TITLE: Information on Warrant Register Processed

BACKGROUND INFORMATION

In alignment with Education Code 52631, Cabrillo USD presents all payments from the CUSD funds on forms prescribed by the San Mateo County Superintendent of Schools (Financial 2000).

REPORT/PROPOSAL

Staff hereby presents to the CUSD Board the warrants processed from March 1, 2025, to March 31, 2025.

FISCAL ANALYSIS

The register of warrants processed by CUSD indicates all CUSD financial activity. The total warrant/ETF amount is $3,829,864.29 for the month of March 2025.

RECOMMENDATION

Receive the warrant register processed for the March 2025 period.

Prepared by: *Holly Lynne*

ACCOUNTS PAYABLE WARRANT/EFT REPORT

Report Cover Sheet

General Settings

Report Name	ACCOUNTS PAYABLE WARRANT/EFT REPORT
Printed	4/1/2025 1:08:22 PM
District	41
Logon	MarshJ
Fiscal Year	2025

Options

Report Title	030125-033125 WARRANT REGISTER

Sorting

Sort By	Warrant/EFT#

Filters

Payment Type	District
Form of Payment	ALL
From Date Paid	03/01/2025
To Date Paid	03/31/2025
Year	2025
District	41

030125-033125 WARRANT REGISTER
41 Cabrillo Unified School District **Fiscal Year: 2025**

Warrant/EFT	Vendor	Date	Amount	Reference	Payment	Fu Rs Y Goal Func Obj Sch Mgmt	Invoice #
E-001218	011905-02 LESLYE VALENCIA	03/03/2025	304.43	TC250066-001	304.43	01-6010-0-1110-4000-5200-101	DEC24/JAN25 MILE
E-001227	011905-02 LESLYE VALENCIA	03/17/2025	360.82	TC250069-001	360.82	01-6010-0-1110-4000-5200-101	MILEAGE_REIMB25
W-610899	008436-01 BRIDGE WIRELESS	03/04/2025	1,032.43	PO250811-001	1,032.43	01-0000-0-0000-2421-4300-790	42524
W-610900	010813-02 CALSA	03/04/2025	2,925.00	PO250849-001	2,925.00	01-4201-0-1420-2140-5200-740	CALSA_02192025
W-610901	012248-01 COAST PRIDE INC.	03/04/2025	700.00	PO250850-001	700.00	01-3010-0-1110-1000-5200-211	COASTPRIDE_02182
W-610902	000194-01 COASTSIDE COUNTY	03/04/2025	5,662.67	PO250079-007	777.72	01-0000-0-0000-8205-5503-720	JANUARY_2025
			5,662.67	PO250079-007	548.88	01-0000-0-0000-8205-5503-211	JANUARY_2025
			5,662.67	PO250079-007	1,780.07	01-0000-0-0000-8205-5503-331	JANUARY_2025
			5,662.67	PO250079-007	1,181.31	01-0000-0-0000-8205-5503-101	JANUARY_2025
			5,662.67	PO250079-007	1,374.69	01-0000-0-0000-8205-5503-105	JANUARY_2025
W-610903	000312-01 HALF MOON BAY BU	03/04/2025	74.38	PO250125-003	74.38	01-8150-0-0000-8110-4300-780	283396
W-610904	005779-01 HD SUPPLY	03/04/2025	1,226.42	PO250136-017	1,027.12	01-8150-0-0000-8110-4300-780	845421866
			1,226.42	PO250136-018	114.01	01-8150-0-0000-8110-4300-780	845463652
			1,226.42	PO250136-019	58.48	01-8150-0-0000-8110-4300-780	846369957
			1,226.42	PO250136-020	85.29	01-8150-0-0000-8110-4300-780	847991478
			1,226.42	CM250023-001	(58.48)	01-8150-0-0000-8110-4300-780	847989811
W-610905	012231-01 KIRSTEN CHANLEY	03/04/2025	211.82	PO250719-002	211.82	01-6500-0-5750-1190-5200-730	MILEAGE_JAN25
W-610906	009658-01 LINDBERG, KAIA	03/04/2025	15.99	PO250761-001	15.99	01-6266-0-1110-1000-4300-335	REIMB_JAN25
W-610907	006797-01 MONTARA SANITARY	03/04/2025	552.00	PO250084-007	552.00	01-0000-0-0000-8205-5503-103	84-0347-0-020520
W-610908	012179-01 NORTH COAST BACK	03/04/2025	720.00	PO250293-004	720.00	01-8150-0-0000-8110-5603-780	#87
W-610909	012241-01 RAMON MIRAMONTES	03/04/2025	3,513.90	TC250065-001	1,059.80	01-0000-0-0000-7150-5200-710	MILEAGE_JAN25
			3,513.90	PO250794-001	837.27	01-0000-0-0000-7150-4300-710	REIMB_JAN25

030125-033125 WARRANT REGISTER
41 Cabrillo Unified School District **Fiscal Year: 2025**

Warrant/EFT	Vendor	Date	Amount	Reference	Payment	Fu Rs Y Goal Func Obj Sch Mgmt	Invoice #
			3,513.90	PO250794-002	820.06	01-0000-0-0000-7150-4300-710	REIMB_JAN2025
			3,513.90	PO250794-003	796.77	01-0000-0-0000-7150-4300-710	REIMBUR_JAN25_
W-610910	009508-01 RESOURCE SOLUTIO	03/04/2025	3,574.29	PO250130-013	3,574.29	01-8150-0-0000-8110-4300-780	33717
W-610911	008911-01 DAVID'S BAGELS	03/04/2025	55.00	PO250212-042	55.00	13-5310-0-0000-3700-4712-331	41095
W-610912	007419-03 CLARK PEST CONTR	03/04/2025	370.00	PO250674-002	370.00	01-8150-0-0000-8110-5800-780	36978805
W-610913	009739-01 F.I.T. ENVIRONME	03/04/2025	1,926.00	PO250839-001	1,926.00	01-8150-0-0000-8110-5800-780	25-010
W-610914	000128-01 FOLLETT CONTENT	03/04/2025	78.35	PO250777-001	78.35	01-0111-0-1110-1000-4200-211-0201	515535
W-610915	011562-01 HOPSKIPDRIVE INC	03/04/2025	3,161.86	PO250420-005	3,161.86	01-6500-0-5750-1180-5863-730	25884
W-610916	011492-02 PTR MITSUBISHI F	03/04/2025	2,297.76	PO250199-030	382.96	01-9723-0-0000-3600-5603-788	11997
			2,297.76	PO250199-031	382.96	01-9723-0-0000-3600-5603-788	11998
			2,297.76	PO250199-032	382.96	01-9723-0-0000-3600-5603-788	11999
			2,297.76	PO250199-033	382.96	01-9723-0-0000-3600-5603-788	12000
			2,297.76	PO250199-034	382.96	01-9723-0-0000-3600-5603-788	12001
			2,297.76	PO250199-035	382.96	01-9723-0-0000-3600-5603-788	12005
W-610917	012108-02 RELIAS LLC	03/04/2025	120.80	PO250294-008	120.80	11-3926-0-4110-1000-4300-561	SI-412120
W-610918	000105-05 REPUBLIC SERVICE	03/04/2025	474.63	PO250194-016	474.63	01-0000-0-0000-8205-5504-211	0925-001694822
W-610919	005037-01 TK ELEVATOR CORP	03/04/2025	454.51	PO250098-005	454.51	01-8150-0-0000-8110-5603-780	5002696163
W-610920	012216-01 TVSETDESIGNS.COM	03/04/2025	6,538.80	PO250612-001	6,538.80	01-3550-0-3800-1000-6400-331	3775
W-610921	000295-01 ALBERTSONS | SAF	03/04/2025	124.82	PO250060-028	16.06	01-2600-0-0000-2490-4300-000	808537-020525-03
			124.82	PO250347-019	108.76	01-6010-0-1110-4000-4300-101	667925-011725-03
W-610922	005837-03 BIG CREEK LUMBER	03/04/2025	673.58	PO250134-020	345.45	01-8150-0-0000-8110-4300-780	2358563
			673.58	PO250134-019	328.13	01-8150-0-0000-8110-4300-780	2334481

030125-033125 WARRANT REGISTER
41 Cabrillo Unified School District **Fiscal Year: 2025**

Warrant/EFT	Vendor	Date	Amount	Reference	Payment	Fu Rs Y Goal Func Obj Sch Mgmt	Invoice #
W-610923	011814-02 BROOKWOOD PARTNE	03/04/2025	3,797.50	PV250643-001	3,797.50	40-9012-0-0000-8500-5800-000	CUSD 2025.01
W-610924	012218-01 CENTER FOR SAFE	03/04/2025	7,500.00	PV250650-001	7,500.00	01-0000-0-0000-0000-8699-000	REISSUE_CSR24-20
W-610925	012230-01 CHRISTINE BORBA-	03/04/2025	1,243.74	PO250720-002	356.44	01-6500-0-5750-1190-5200-730	MILEAGE_NOV24
			1,243.74	PO250720-003	381.90	01-6500-0-5750-1190-5200-730	REIMB_DEC24
			1,243.74	PO250720-004	505.40	01-6500-0-5750-1190-5200-730	MILEAGE_JAN25
W-610926	012080-01 DALE SCOTT & CO	03/04/2025	3,964.20	PV250648-001	1,967.00	21-9711-0-9006-8520-5800-000	203328
			3,964.20	PV250649-001	1,997.20	21-9711-0-9006-8520-5800-000	203327
W-610927	012238-01 I LOVE TO READ I	03/04/2025	8,811.13	PO250788-001	8,811.13	01-9354-0-1110-1000-4300-740	1071_02092025
W-610928	012231-01 KIRSTEN CHANLEY	03/04/2025	166.96	PO250719-003	166.96	01-6500-0-5750-1190-5200-730	MILEAGE_DEC24
W-610929	000979-04 SPECTRUM CENTER	03/04/2025	26,237.00	PO250640-003	10,398.00	01-6500-0-5750-1180-5100-730	INV-000028829
			26,237.00	PO250640-003	53.00	01-6500-0-5750-1180-5867-730	INV-000028829
			26,237.00	PO250640-004	7,840.00	01-6500-0-5750-1180-5100-730	INV-000024458
			26,237.00	PO250640-005	7,840.00	01-6500-0-5750-1180-5100-730	INV-000021128
			26,237.00	PO250640-005	106.00	01-6500-0-5750-1180-5867-730	INV-000021128
W-610930	009623-01 STEVEN MELO INC	03/04/2025	700.00	PO250102-003	700.00	01-8150-0-0000-8110-5603-780	609042
W-610931	009346-01 U S BANK CORP PA	03/04/2025	2,422.01	PV250653-001	27.11	01-9400-0-1110-1000-4300-331	4246-0446-6404-9
			2,422.01	PV250654-001	478.98	01-0111-0-1205-1000-5200-740-0303	4246-0470-0103-6
			2,422.01	PV250655-001	478.98	01-0111-0-1205-1000-5200-740-0303	4246-0470-0103-6
			2,422.01	PV250656-001	478.98	01-0111-0-1205-1000-5200-740-0303	4246-0470-0103-6
			2,422.01	PV250657-001	478.98	01-0111-0-1205-1000-5200-740-0303	4246-0470-0103-6
			2,422.01	PV250658-001	478.98	01-0111-0-1205-1000-5200-740-0303	4246-0470-0103-6
W-610932	005163-01 SYSCO FOOD SERVI	03/04/2025	1,549.89	PO250245-039	507.24	13-5310-0-0000-3700-4712-211	750179673

030125-033125 WARRANT REGISTER
41 Cabrillo Unified School District **Fiscal Year: 2025**

Warrant/EFT	Vendor	Date	Amount	Reference	Payment	Fu Rs Y Goal Func Obj Sch Mgmt	Invoice #
			1,549.89	PO250245-040	485.01	13-5310-0-0000-3700-4712-331	750179674
			1,549.89	PO250245-040	477.59	13-5310-0-0000-3700-4710-331	750179674
			1,549.89	PV250659-001	80.05	13-5310-0-0000-3700-4300-101	750179674
W-610933	011909-01 ARCADIO'S PRODUC	03/04/2025	314.40	PO250193-026	314.40	13-5466-0-0000-3700-4710-331	361027
W-610934	008911-01 DAVID'S BAGELS	03/04/2025	77.00	PO250212-043	77.00	13-5310-0-0000-3700-4712-331	41103
W-610935	009680-01 MODENA, STEPHANI	03/04/2025	21.28	PV250660-001	21.28	13-5310-0-0000-3700-5200-770	02252025
W-610936	011375-01 BHATIA, LETICIA	03/04/2025	1,463.04	PV250662-001	1,431.80	01-0111-0-1420-2140-5200-740-0401	REIMB_022425
			1,463.04	PV250662-001	31.24	01-4201-0-1420-2140-5200-740	REIMB_022425
W-610937	009617-01 BRIGGS OT	03/04/2025	2,400.00	PO250429-003	2,400.00	01-6500-0-5750-1180-5864-730	3753
W-610938	009423-01 HIGHLAND PRODUCT	03/04/2025	1,666.27	PO250791-001	666.27	01-9430-0-8100-5000-4300-000	310039929
			1,666.27	PO250791-001	1,000.00	01-9548-0-1210-1000-4300-331	310039929
W-610939	008272-01 LOPEZ, GERRY	03/04/2025	550.00	PO250751-001	550.00	01-3010-0-1110-1000-4300-105	CUSD111524_HATCH
W-610940	011171-01 ON POINT LANGUAG	03/04/2025	3,846.75	PO250740-004	1,615.50	01-6500-0-5001-2100-5800-730	SPED/01-2025
			3,846.75	PO250740-005	2,231.25	01-6500-0-5001-2100-5800-730	SPED/12-2024
W-610941	005224-02 OPENING TECHNOLO	03/04/2025	4,031.11	PO250336-001	4,031.11	21-9711-0-9006-8520-4300-000	2213053
W-610942	000550-01 PACIFIC GAS AND	03/04/2025	56,687.18	PO250078-015	3,004.08	01-0000-0-0000-8205-5502-720	0130358105-0_021
			56,687.18	PO250078-015	8,451.16	01-0000-0-0000-8205-5502-101	0130358105-0_021
			56,687.18	PO250078-015	6,374.29	01-0000-0-0000-8205-5502-103	0130358105-0_021
			56,687.18	PO250078-015	2,836.03	01-0000-0-0000-8205-5502-105	0130358105-0_021
			56,687.18	PO250078-015	3,726.28	01-0000-0-0000-8205-5502-107	0130358105-0_021
			56,687.18	PO250078-015	12,285.64	01-0000-0-0000-8205-5502-211	0130358105-0_021
			56,687.18	PO250078-015	20,009.70	01-0000-0-0000-8205-5502-331	0130358105-0_021

030125-033125 WARRANT REGISTER
41 Cabrillo Unified School District **Fiscal Year: 2025**

Warrant/EFT	Vendor	Date	Amount	Reference	Payment	Fu Rs Y Goal Func Obj Sch Mgmt	Invoice #
W-610943	011902-01 PITNEY BOWES INC	03/04/2025	1,000.00	PO250280-013	1,000.00	01-0000-0-0000-7300-5903-720	8000-9000-1075-0
W-610944	000105-05 REPUBLIC SERVICE	03/04/2025	474.63	PO250194-017	474.63	01-0000-0-0000-8205-5504-331	0925-001694793
W-610945	011960-02 SERRA YELLOW CAB	03/04/2025	8,357.50	PO250682-004	1,757.50	01-6500-0-5750-1180-5863-730	1015
			8,357.50	PO250682-005	5,400.00	01-6500-0-5750-1180-5863-730	1014
			8,357.50	PO250682-006	1,200.00	01-6500-0-5750-1180-5863-730	1016
W-610946	006807-01 GRAPHICWORKS	03/04/2025	325.00	PO250813-001	325.00	01-0111-0-1110-1000-4300-105-0303	05-17038
W-610947	000312-01 HALF MOON BAY BU	03/04/2025	40.96	PO250125-004	40.96	01-8150-0-0000-8110-4300-780	283593
W-610948	012229-01 KYLE WALLACE	03/04/2025	18,900.00	PO250738-001	12,600.00	01-6500-0-5001-3161-5800-730	#2_JAN
			18,900.00	PO250738-002	6,300.00	01-6500-0-5001-3161-5800-730	#1_DEC
W-610949	000105-05 REPUBLIC SERVICE	03/04/2025	1,700.37	PO250265-024	86.06	01-0000-0-0000-8205-5504-105	0925-001695004
			1,700.37	PO250265-024	489.17	01-0000-0-0000-8205-5504-211	0925-001695004
			1,700.37	PO250265-024	1,125.14	01-0000-0-0000-8205-5504-331	0925-001695004
W-610950	004143-02 RICOH USA INC	03/04/2025	745.34	PO250264-012	745.34	01-0000-0-0000-7300-5601-720	9032999494
W-610951	012239-01 SCOOT EDUCATION	03/04/2025	2,260.00	PO250810-004	2,260.00	01-0000-0-1110-1000-5800-105-SUB	107469
W-610952	012232-01 TONI THOMPSON	03/04/2025	571.48	PO250721-003	327.60	01-6500-0-5750-1190-5200-730	MILEAGE_JAN25
			571.48	PO250721-004	243.88	01-6500-0-5750-1190-5200-730	MILEAGE_DEC24
W-610953	009206-01 TRADE CREDIT SER	03/04/2025	2,187.44	PO250140-014	1,635.90	01-8150-0-0000-8110-4300-780	1660682299
			2,187.44	PO250140-015	52.47	01-8150-0-0000-8110-4300-780	1660563751
			2,187.44	PO250321-007	227.46	01-6387-0-1110-1000-4300-331	1660563729
			2,187.44	PO250322-006	271.61	01-3550-0-3800-1000-4300-331	1660790511
W-610954	012019-01 VANIR CONSTRUCTI	03/04/2025	107,622.00	PO250010-007	107,622.00	21-9711-0-9006-8520-5800-000	180109
W-610955	011806-01 YOUMAN, MARTHA	03/04/2025	14,000.00	PO250739-001	3,500.00	01-6500-0-5001-3161-5800-730	1357

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41 Cabrillo Unified School District **Fiscal Year: 2025**

Warrant/EFT	Vendor	Date	Amount	Reference	Payment	Fu Rs Y Goal Func Obj Sch Mgmt	Invoice #
			14,000.00	PO250739-002	7,000.00	01-6500-0-5001-3161-5800-730	1364
			14,000.00	PO250739-003	3,500.00	01-6500-0-5001-3161-5800-730	1371
W-610956	008758-01 AMERICAN PORTABL	03/04/2025	132.34	PO250139-008	132.34	01-8150-0-0000-8110-5603-780	131642
W-610957	009663-01 ATKINSON ANDELSO	03/04/2025	9,764.90	PO250643-002	2,708.91	01-0000-0-0000-2100-5810-730	734123
			9,764.90	PO250643-003	7,055.99	01-0000-0-0000-2100-5810-730	739945
W-610958	010782-01 BENDANA, LIZETH	03/04/2025	353.34	PO250625-002	353.34	01-9665-0-1110-2140-4300-000	REIMB_012725
W-610959	004941-01 DEHNAD, YAJAIRA	03/04/2025	1,426.26	PV250661-001	1,426.26	01-6266-0-1110-1000-5200-105	REIMB_020625
W-610960	007476-01 ESTHER B CLARK S	03/04/2025	73,134.54	PO250732-001	8,925.00	01-6500-0-5750-1180-5100-730	125516
			73,134.54	PO250732-001	1,469.02	01-6500-0-5750-1180-5861-730	125516
			73,134.54	PO250732-002	10,489.00	01-6500-0-5750-1180-5100-730	125716
			73,134.54	PO250732-002	2,297.70	01-6500-0-5750-1180-5861-730	125716
			73,134.54	PO250732-003	9,428.50	01-6500-0-5750-1180-5100-730	126416
			73,134.54	PO250732-003	2,486.04	01-6500-0-5750-1180-5861-730	126416
			73,134.54	PO250732-004	12,693.50	01-6500-0-5750-1180-5100-730	126115
			73,134.54	PO250732-004	2,674.38	01-6500-0-5750-1180-5861-730	126115
			73,134.54	PO250732-005	8,231.00	01-6500-0-5750-1180-5100-730	126617
			73,134.54	PO250732-005	2,109.36	01-6500-0-5750-1180-5861-730	126617
			73,134.54	PO250732-006	9,619.00	01-6500-0-5750-1180-5100-730	126816
			73,134.54	PO250732-006	2,712.04	01-6500-0-5750-1180-5861-730	126816
W-610961	009675-01 READY REFRESH BY	03/04/2025	639.10	PO250062-016	479.33	01-2600-0-0000-2490-4300-000	05B0034251553
			639.10	PO250062-016	159.77	12-6105-0-0001-1000-4300-100	05B0034251553
W-611650	008058-01 AT&T	03/06/2025	1,805.47	PV250651-001	168.02	13-5310-0-0000-3700-5901-103	JANUARY 2025 #2

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41 Cabrillo Unified School District **Fiscal Year: 2025**

Warrant/EFT	Vendor	Date	Amount	Reference	Payment	Fu Rs Y Goal Func Obj Sch Mgmt	Invoice #
			1,805.47	PV250651-001	272.85	01-0000-0-1455-2420-5901-331	JANUARY 2025 #2
			1,805.47	PV250651-001	1,364.60	01-0000-0-0000-8205-5901-720	JANUARY 2025 #2
W-611651	007362-01 DAVIDSON, ANNA	03/06/2025	3,360.00	PO250828-001	3,360.00	01-6010-0-1110-4000-5800-101	DOLPHIN_EMBROIDE
W-611652	000128-01 FOLLETT CONTENT	03/06/2025	145.19	PO250777-002	145.19	01-0111-0-1110-1000-4200-211-0201	51553SF
W-611653	007339-01 HALF MOON BAY FE	03/06/2025	27.06	PO250318-006	27.06	01-6387-0-3800-1000-4300-331	HMBHS AG DEPT-01
W-611654	011783-01 INDUSTRIAL MINER	03/06/2025	1,989.75	PO250701-001	1,989.75	01-0331-0-1304-1000-4300-331	50835
W-611655	006966-01 SEQUOIA UNION HI	03/06/2025	1,182.08	PO250190-001	1,182.08	01-9723-0-0000-3600-5603-788	2862
W-611656	011989-01 SHRED WORKS INC.	03/06/2025	45.00	PO250279-008	45.00	01-0000-0-0000-7300-5800-720	69121
W-611657	009413-02 SOUTHERN COUNTIE	03/06/2025	1,389.91	PO250086-013	1,389.91	01-9723-0-0000-3600-4300-788	341130
W-611658	011588-02 TRAFERA LLC	03/06/2025	11,149.69	PO250764-001	11,149.69	21-9711-0-9714-8520-4400-790	I001228199
W-611659	009346-01 U S BANK CORP PA	03/06/2025	1,853.40	PV250667-001	1,684.00	01-0111-0-1110-1000-4300-740-0302	4246-0446-2279-1
			1,853.40	PV250668-001	48.35	01-4201-0-1420-2140-5200-740	4246-0446-2279-1
			1,853.40	PV250669-001	48.35	01-4201-0-1420-2140-5200-740	4246-0446-2279-1
			1,853.40	PV250670-001	48.35	01-4201-0-1420-2140-5200-740	4246-0446-2279-1
			1,853.40	PV250671-001	24.35	01-4201-0-1420-2140-5200-740	4246-0446-2279-1
W-611660	008871-01 UNITED COACH TOU	03/06/2025	1,567.00	PO250757-001	1,567.00	01-0331-0-1210-1000-4300-331	23273WF
W-611661	012201-01 PACIFIC COAST AV	03/06/2025	3,160.00	PO250509-002	3,160.00	01-0000-0-0000-7110-4300-710	24-172-1
W-611662	011438-02 ACSIG	03/06/2025	4,423.70	PV250666-001	4,423.70	01-0000-0-0000-0000-9572-000	30083486-0390, J
W-611663	011438-01 ACSIG DENTAL	03/06/2025	32,543.05	PV250665-001	32,543.05	01-0000-0-0000-0000-9571-000	20441-JAN25
W-611664	012159-01 AMERICAN FIDELIT	03/06/2025	409.00	PV250673-001	409.00	01-0000-0-0000-7300-5800-720	74235
W-611665	011153-01 CONSOLIDATED ENG	03/06/2025	58,674.80	PO250559-015	2,353.97	21-9711-0-9645-8520-6240-103	223895
			58,674.80	PO250559-008	6,530.67	21-9711-0-9645-8520-6240-103	224768

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			58,674.80	PO250559-009	10,964.84	21-9711-0-9645-8520-6240-103	225132
			58,674.80	PO250559-010	10,271.99	21-9711-0-9645-8520-6240-103	225609
			58,674.80	PO250559-011	12,774.51	21-9711-0-9645-8520-6240-103	225900
			58,674.80	PO250559-012	4,186.09	21-9711-0-9645-8520-6240-103	226370
			58,674.80	PO250559-013	4,651.13	21-9711-0-9645-8520-6240-103	226801
			58,674.80	PO250559-014	6,941.60	21-9711-0-9645-8520-6240-103	227357
W-611666	012002-01 LANDSCAPE STRUCT	03/06/2025	12,960.22	PV250672-001	12,960.22	21-9711-0-9640-8520-6170-101	INV-149541
W-611667	012132-01 RODAN BUILDERS I	03/06/2025	24,965.00	PO250716-002	24,965.00	21-9711-0-9661-8520-6170-000	2
W-611668	012011-01 SMCSIG-HEALTH CA	03/06/2025	782,657.28	PV250663-001	365,407.49	01-0000-0-0000-0000-9564-000	MARCH 2025
			782,657.28	PV250663-001	25,800.48	01-0000-0-0000-0000-9553-000	MARCH 2025
			782,657.28	PV250664-001	365,978.91	01-0000-0-0000-0000-9564-000	JAN 2025 REISSUE
			782,657.28	PV250664-001	25,470.40	01-0000-0-0000-0000-9553-000	JAN 2025 REISSUE
W-611669	008861-01 ELLEN SILVA CREA	03/06/2025	300.00	PO250472-006	300.00	01-6770-0-1110-1000-5800-335	7238
W-611670	001216-01 LINDE GAS & EQUI	03/06/2025	144.96	PO250535-007	72.48	01-0331-0-1337-1000-4300-331	47518499
			144.96	PO250535-008	72.48	01-0331-0-1337-1000-4300-331	48119386
W-611671	011760-01 MARABEL, TATIANA	03/06/2025	3,000.00	PO250765-003	3,000.00	01-0000-0-0000-2421-5800-790	003_02292025
W-611672	012245-01 MM HORSES LLC	03/06/2025	600.00	PO250823-001	600.00	01-9549-0-1110-1000-5800-335	2082
W-611673	007767-02 PEARSON ASSESSME	03/06/2025	2,444.47	PO250847-001	235.00	01-6500-0-5001-2100-4300-730	28258297
			2,444.47	PO250848-001	2,209.47	01-6500-0-5001-2100-4300-730	28265539
W-611674	011385-01 RIVERSIDE INSIGH	03/06/2025	631.54	PO250843-001	631.54	01-6500-0-5770-1120-4300-730	INV235360
W-611675	011141-02 THE AVALON ACADE	03/06/2025	171,687.00	PO250432-003	8,618.00	01-6500-0-5750-1180-5100-730	6122
			171,687.00	PO250432-003	972.00	01-6500-0-5750-1180-5867-730	6122

Warrant/EFT	Vendor	Date	Amount	Reference	Payment	Fu Rs Y Goal Func Obj Sch Mgmt	Invoice #
			171,687.00	PO250432-003	1,382.50	01-6500-0-5750-1180-5864-730	6122
			171,687.00	PO250432-003	1,093.50	01-6500-0-5750-1180-5800-730	6122
			171,687.00	PO250432-004	9,732.00	01-6500-0-5750-1180-5100-730	6206
			171,687.00	PO250432-004	1,296.00	01-6500-0-5750-1180-5867-730	6206
			171,687.00	PO250432-004	2,136.25	01-6500-0-5750-1180-5864-730	6206
			171,687.00	PO250432-004	810.00	01-6500-0-5750-1180-5800-730	6206
			171,687.00	PO250432-005	12,060.00	01-6500-0-5750-1180-5100-730	6154
			171,687.00	PO250432-005	1,944.00	01-6500-0-5750-1180-5867-730	6154
			171,687.00	PO250432-005	3,356.75	01-6500-0-5750-1180-5864-730	6154
			171,687.00	PO250432-005	1,620.00	01-6500-0-5750-1180-5800-730	6154
			171,687.00	PO250432-006	10,023.00	01-6500-0-5750-1180-5100-730	6240
			171,687.00	PO250432-006	1,296.00	01-6500-0-5750-1180-5867-730	6240
			171,687.00	PO250432-006	1,659.00	01-6500-0-5750-1180-5864-730	6240
			171,687.00	PO250432-006	729.00	01-6500-0-5750-1180-5800-730	6240
			171,687.00	PO250433-003	10,778.00	01-6500-0-5750-1180-5100-730	6124
			171,687.00	PO250433-003	2,106.00	01-6500-0-5750-1180-5867-730	6124
			171,687.00	PO250433-003	1,423.00	01-6500-0-5750-1180-5864-730	6124
			171,687.00	PO250433-003	1,215.00	01-6500-0-5750-1180-5800-730	6124
			171,687.00	PO250433-004	9,708.00	01-6500-0-5750-1180-5100-730	6208
			171,687.00	PO250433-004	1,620.00	01-6500-0-5750-1180-5867-730	6208
			171,687.00	PO250433-004	1,507.50	01-6500-0-5750-1180-5864-730	6208
			171,687.00	PO250433-004	891.00	01-6500-0-5750-1180-5800-730	6208

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			171,687.00	PO250433-005	12,121.00	01-6500-0-5750-1180-5100-730	6156
			171,687.00	PO250433-005	2,592.00	01-6500-0-5750-1180-5867-730	6156
			171,687.00	PO250433-005	1,817.50	01-6500-0-5750-1180-5864-730	6156
			171,687.00	PO250433-005	972.00	01-6500-0-5750-1180-5800-730	6156
			171,687.00	PO250433-006	10,356.75	01-6500-0-5750-1180-5100-730	6242
			171,687.00	PO250433-006	1,620.00	01-6500-0-5750-1180-5867-730	6242
			171,687.00	PO250433-006	1,268.00	01-6500-0-5750-1180-5864-730	6242
			171,687.00	PO250433-006	729.00	01-6500-0-5750-1180-5800-730	6242
			171,687.00	PO250431-003	10,986.00	01-6500-0-5750-1180-5100-730	6123
			171,687.00	PO250431-003	1,458.00	01-6500-0-5750-1180-5867-730	6123
			171,687.00	PO250431-003	2,381.00	01-6500-0-5750-1180-5864-730	6123
			171,687.00	PO250431-003	810.00	01-6500-0-5750-1180-5800-730	6123
			171,687.00	PO250431-004	9,732.00	01-6500-0-5750-1180-5100-730	6207
			171,687.00	PO250431-004	1,296.00	01-6500-0-5750-1180-5867-730	6207
			171,687.00	PO250431-004	2,064.00	01-6500-0-5750-1180-5864-730	6207
			171,687.00	PO250431-004	486.00	01-6500-0-5750-1180-5800-730	6207
			171,687.00	PO250431-005	11,478.00	01-6500-0-5750-1180-5100-730	6155
			171,687.00	PO250431-005	1,620.00	01-6500-0-5750-1180-5867-730	6155
			171,687.00	PO250431-005	2,969.25	01-6500-0-5750-1180-5864-730	6155
			171,687.00	PO250431-005	1,134.00	01-6500-0-5750-1180-5800-730	6155
			171,687.00	PO250431-006	5,658.00	01-6500-0-5750-1180-5100-730	6241
			171,687.00	PO250431-006	162.00	01-6500-0-5750-1180-5867-730	6241

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W-611676	011588-02 TRAFERA LLC	03/06/2025	36.00	PO250764-002	36.00	21-9711-0-9714-8520-4400-790	I001228970
W-612555	008911-01 DAVID'S BAGELS	03/11/2025	55.00	PO250212-044	55.00	13-5310-0-0000-3700-4712-331	41121
W-612556	009571-01 GOLD STAR FOODS	03/11/2025	953.27	PO250244-088	149.90	13-5310-0-0000-3700-4710-331	8360785
			953.27	PO250244-089	183.32	13-5310-0-0000-3700-4710-331	8391672
			953.27	PO250244-091	583.80	13-5310-0-0000-3700-4712-211	8494542
			953.27	PO250244-092	36.25	13-5310-0-0000-3700-4790-331	8552963
W-612557	004981-01 STRAW HAT PIZZA	03/11/2025	59.96	PO250228-041	59.96	13-5310-0-0000-3700-4710-335	14995
W-612558	010760-01 THE LUNCH MASTER	03/11/2025	37,952.55	PO250259-031	17,587.50	13-5310-0-0000-3700-4710-105	CHAH022825
			37,952.55	PO250259-032	6,014.05	13-5310-0-0000-3700-4710-101	CUEG022825
			37,952.55	PO250259-033	4,473.05	13-5310-0-0000-3700-4710-103	CUFV022825
			37,952.55	PO250259-034	2,057.70	13-5310-0-0000-3700-4710-107	CUKM022854
			37,952.55	PO250259-035	7,820.25	13-5310-0-0000-3700-4710-211	CUMC022825
W-612559	009571-01 GOLD STAR FOODS	03/11/2025	1,233.61	PO250244-090	1,233.61	13-5310-0-0000-3700-4710-331	8486429
W-612560	004981-01 STRAW HAT PIZZA	03/11/2025	509.96	PO250228-042	509.96	13-5310-0-0000-3700-4710-331	14996
W-612561	000105-04 BFI OF CA OX MTN	03/11/2025	162.85	PO250260-004	162.85	01-0000-0-0000-8205-5504-720	4227-000070215
W-612562	005837-03 BIG CREEK LUMBER	03/11/2025	338.13	PO250134-022	282.56	01-8150-0-0000-8110-4300-780	2333329
			338.13	PO250134-021	55.57	01-8150-0-0000-8110-4300-780	2322490
W-612563	007419-03 CLARK PEST CONTR	03/11/2025	185.00	PO250674-003	185.00	01-8150-0-0000-8110-5800-780	36740359
W-612564	008861-01 ELLEN SILVA CREA	03/11/2025	500.00	PO250824-001	500.00	01-9549-0-1110-1000-5800-335	7236
W-612565	011597-01 MARIA EUGENIA YO	03/11/2025	275.10	TC250067-001	275.10	01-0700-0-1460-3140-5200-000	MILEAGE_REIMBFEB
W-612566	010927-02 METLIFE SMALL MA	03/11/2025	379.75	PV250674-001	379.75	01-0000-0-0000-0000-9564-000	05372885-MARCH20
W-612567	005398-01 MOBILE MODULAR M	03/11/2025	1,045.00	PO250033-008	1,045.00	25-9010-0-9100-8700-5600-331	2680439

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W-612568	000380-01 ODP BUSINESS SOL	03/11/2025	146.96	PO250769-003	131.24	01-0211-0-1310-1000-4300-211	408713275001
			146.96	PO250081-010	13.00	01-0000-0-0000-7300-4300-720	409917283001
			146.96	PO250081-011	2.72	01-0000-0-0000-7300-4300-720	409944795001
W-612569	008883-01 PACIFICA COMMUNI	03/11/2025	400.00	PO250330-007	400.00	01-0000-0-0000-7150-5800-710	PCTCUSD0125
W-612570	007012-02 PRO-ED INC.	03/11/2025	94.31	PO250842-001	94.31	01-6500-0-5001-2100-4300-730	3077782
W-612571	001352-01 RICE TRUCKING-SO	03/11/2025	122.50	PO250105-015	122.50	01-0000-0-0000-8220-4300-785	62121
W-612572	011960-02 SERRA YELLOW CAB	03/11/2025	7,612.50	PO250682-007	1,852.50	01-6500-0-5750-1180-5863-730	1020
			7,612.50	PO250682-008	5,760.00	01-6500-0-5750-1180-5863-730	1018
W-612573	008412-01 TOTAL SCHOOL SOL	03/11/2025	4,615.22	PV250678-001	4,615.22	01-0000-0-0000-7300-5800-720	18-4761
W-612574	009206-01 TRADE CREDIT SER	03/11/2025	2,569.67	PO250140-016	168.24	01-0000-0-0000-8220-4300-785	1661269640
			2,569.67	PO250140-016	2,401.43	01-8150-0-0000-8110-4300-780	1661269640
W-612575	011478-01 UNITED BEHAVIORA	03/11/2025	444.88	PV250675-001	444.88	01-0000-0-0000-0000-9564-000	MAR-25
W-612576	002863-02 UNITED STATES PO	03/11/2025	350.00	PO250857-001	350.00	01-0000-0-0000-7300-5903-720	PERMIT #3_FIRSTC
W-612577	011438-02 ACSIG	03/11/2025	4,189.32	PV250684-001	4,189.32	01-0000-0-0000-0000-9572-000	30083486-0390, F
W-612578	012159-01 AMERICAN FIDELIT	03/11/2025	409.00	PV250691-001	409.00	01-0000-0-0000-7300-5800-720	73770
W-612579	005129-01 ATLAS-PELLIZZARI	03/11/2025	2,950.00	PO250667-001	2,950.00	21-9711-0-9661-8520-6170-000	10507
W-612580	011427-01 COLBI TECHNOLOGI	03/11/2025	3,105.00	PV250677-001	3,105.00	21-9711-0-9006-8520-5800-000	15435
W-612581	011153-01 CONSOLIDATED ENG	03/11/2025	5,575.57	PO250524-014	954.87	21-9711-0-9640-8520-6290-101	228059
			5,575.57	PO250524-016	575.00	21-9711-0-9640-8520-6290-101	225127
			5,575.57	PV250683-001	446.20	21-9711-0-9665-8520-6240-101	224320 REISSUE
			5,575.57	PV250681-001	3,599.50	21-9711-0-9665-8520-6240-101	222080 REISSUE
W-612582	011550-01 EICHLER ASSOCIAT	03/11/2025	2,010.00	PO250731-001	2,010.00	21-9711-0-9640-8520-5800-101	2178

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W-612583	009491-01 SOUND AND SIGNAL	03/11/2025	846.66	PV250679-001	846.66	21-9711-0-9661-8520-5800-000	42558
W-612584	012184-01 SUMMIT BUILDING	03/11/2025	2,850.00	PV250676-001	2,850.00	21-9711-0-9640-8520-5800-101	133730
W-612585	008259-01 ACHIEVEKIDS	03/11/2025	40,850.81	PO250733-005	10,971.98	01-6500-0-5750-1180-5100-730	33598
			40,850.81	PO250733-005	312.00	01-6500-0-5750-1180-5867-730	33598
			40,850.81	PO250733-005	520.00	01-6500-0-5750-1180-5864-730	33598
			40,850.81	PO250733-005	2,466.00	01-6500-0-5750-1180-5863-730	33598
			40,850.81	PO250733-006	9,028.65	01-6500-0-5750-1180-5100-730	33680
			40,850.81	PO250733-006	468.00	01-6500-0-5750-1180-5867-730	33680
			40,850.81	PO250733-006	520.00	01-6500-0-5750-1180-5864-730	33680
			40,850.81	PO250733-006	2,055.00	01-6500-0-5750-1180-5863-730	33680
			40,850.81	PO250733-007	10,971.98	01-6500-0-5750-1180-5100-730	33762
			40,850.81	PO250733-007	416.00	01-6500-0-5750-1180-5867-730	33762
			40,850.81	PO250733-007	655.20	01-6500-0-5750-1180-5864-730	33762
			40,850.81	PO250733-007	2,466.00	01-6500-0-5750-1180-5863-730	33762
W-612586	011898-01 APPROACH LLC	03/11/2025	4,216.00	PO250076-008	4,216.00	11-6391-0-4110-2700-5100-561	4718
W-612587	007627-01 AT&T MOBILITY	03/11/2025	193.57	PO250274-006	193.57	01-0000-0-0000-8205-5901-720	287298525082X021
W-612588	011976-01 EDTHEORY LLC	03/11/2025	12,240.00	PO250644-004	12,240.00	01-6500-0-5760-1180-5867-730	8419
W-612589	009422-01 ELDORADO FORKLIF	03/11/2025	1,227.28	PO250122-001	1,227.28	01-8150-0-0000-8110-5603-780	160526
W-612590	011562-01 HOPSKIPDRIVE INC	03/11/2025	4,324.05	PO250420-006	4,324.05	01-6500-0-5750-1180-5863-730	26630
W-612591	011958-01 NICOLE WALTERS	03/11/2025	6,185.00	PO250425-006	4,205.00	01-6500-0-5750-1180-5864-730	6
			6,185.00	PO250425-005	1,980.00	01-6500-0-5750-1180-5864-730	5
W-612592	007457-01 PACIFIC AUTISM L	03/11/2025	24,254.55	PO250254-006	10,607.75	01-6500-0-5750-1180-5861-730	9804742

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Warrant/EFT	Vendor	Date	Amount	Reference	Payment	Fu Rs Y Goal Func Obj Sch Mgmt	Invoice #
			24,254.55	PO250254-007	6,593.65	01-6500-0-5750-1180-5861-730	9580529
			24,254.55	PO250254-008	7,053.15	01-6500-0-5750-1180-5861-730	9654123
W-612593	010723-01 PALO ALTO PREP	03/11/2025	22,494.00	PO250680-003	4,942.00	01-6500-0-5750-1180-5100-730	121624ED
			22,494.00	PO250680-003	696.00	01-6500-0-5750-1180-5861-730	121624ED
			22,494.00	PO250680-004	4,589.00	01-6500-0-5750-1180-5100-730	011525ED
			22,494.00	PO250680-004	522.00	01-6500-0-5750-1180-5861-730	011525ED
			22,494.00	PO250687-003	5,295.00	01-6500-0-5750-1180-5100-730	121624ED_110124
			22,494.00	PO250687-003	696.00	01-6500-0-5750-1180-5861-730	121624ED_110124
			22,494.00	PO250687-004	4,942.00	01-6500-0-5750-1180-5100-730	011525ED_120124
			22,494.00	PO250687-004	812.00	01-6500-0-5750-1180-5861-730	011525ED_120124
W-612594	012122-01 PLUSHY FEELY COR	03/11/2025	616.13	PO250815-001	616.13	01-0111-0-1110-1000-4300-105-0303	27490
W-612595	008443-01 RECOLOGY OF THE	03/11/2025	523.26	PO250077-005	353.70	01-0000-0-0000-8205-5504-720	15491962
			523.26	PO250077-006	169.56	01-0000-0-0000-8205-5504-720	15492804
W-612596	009508-01 RESOURCE SOLUTIO	03/11/2025	1,132.03	PO250130-014	1,132.03	01-8150-0-0000-8110-4300-780	33837
W-612597	007442-01 SAN JOAQUIN C.O.	03/11/2025	200.00	PO250424-006	180.00	01-6500-0-5760-1180-5800-730	ARD25-02415
			200.00	PO250424-007	20.00	01-6500-0-5760-1180-5800-730	ARD25-02782
W-612598	009491-01 SOUND AND SIGNAL	03/11/2025	40,971.10	PO250206-001	40,971.10	01-8150-0-0000-8110-5603-780	12912
W-612599	011100-02 WILSON LANGUAGE	03/11/2025	75.82	PO250841-001	75.82	01-6500-0-5770-1120-4300-730	INV95298
W-612600	012250-01 EZEQUIEL DOLORES	03/11/2025	13,500.00	PO250858-001	13,500.00	01-8150-0-0000-8110-5603-780	153
W-612601	011438-01 ACSIG DENTAL	03/11/2025	37,480.11	PV250685-001	37,480.11	01-0000-0-0000-0000-9571-000	20441-FEB25
W-612602	011153-01 CONSOLIDATED ENG	03/11/2025	3,801.99	PO250524-015	778.64	21-9711-0-9640-8520-6290-101	224845
			3,801.99	PV250682-001	1,404.15	21-9711-0-9665-8520-6240-101	223007 REISSUE

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			3,801.99	PV250680-001	1,619.20	21-9711-0-9665-8520-6240-101	221218 REISSUE
W-612603	011715-01 EARTH SYSTEMS	03/11/2025	3,889.00	PO250151-004	3,889.00	21-9711-0-9640-8520-5800-101	852735
W-612604	011550-01 EICHLER ASSOCIAT	03/11/2025	6,315.00	PO250731-002	6,315.00	21-9711-0-9640-8520-5800-101	2179
W-612605	005224-02 OPENING TECHNOLO	03/11/2025	9,160.36	PO250311-001	9,160.36	21-9711-0-9645-8520-4300-103	2213077
W-613492	011058-03 ATTN: AUSTIN SMI	03/13/2025	1,282.64	PO250868-001	1,282.64	01-0000-0-0000-7150-5800-710	NOVEMBER_ELECTIO
W-613493	012069-01 AYA HEALTHCARE I	03/13/2025	9,000.00	PO250530-023	4,500.00	01-6500-0-5750-1180-5867-730	10468618
			9,000.00	PO250530-024	4,500.00	01-6500-0-5750-1180-5867-730	10477927
W-613494	005837-03 BIG CREEK LUMBER	03/13/2025	71.97	PO250134-023	71.97	01-8150-0-0000-8110-4300-780	2343162
W-613495	011802-01 BUS SAFETY TRAIN	03/13/2025	2,625.00	PO250104-002	2,625.00	01-9723-0-0000-3600-5800-788	OCTOBER-DECEMBER
W-613496	010866-01 FELTS, BRYAN	03/13/2025	163.10	TC250068-001	163.10	01-9538-0-6001-1000-5200-000	MILEAGE_REIMB25
W-613497	011523-02 FERGUSON ENTERPR	03/13/2025	690.53	PO250184-001	690.53	01-8150-0-0000-8110-4300-780	5751869
W-613498	009522-01 HOSKINS, ANDREW	03/13/2025	44.14	PO250875-001	44.14	01-0331-0-1354-1000-4300-331	REIMB_030525
W-613499	000367-02 JOSTENS	03/13/2025	1,222.21	PO250799-001	1,222.21	01-0331-0-1210-1000-4300-331	35559474
W-613500	010723-01 PALO ALTO PREP	03/13/2025	13,152.00	PO250687-005	6,001.00	01-6500-0-5750-1180-5100-730	21225ED
			13,152.00	PO250687-005	928.00	01-6500-0-5750-1180-5861-730	21225ED
			13,152.00	PO250680-005	5,295.00	01-6500-0-5750-1180-5100-730	21225ED_2025
			13,152.00	PO250680-005	928.00	01-6500-0-5750-1180-5861-730	21225ED_2025
W-613501	001352-01 RICE TRUCKING-SO	03/13/2025	601.56	PO250105-016	601.56	01-0000-0-0000-8220-4300-785	62196
W-613502	008858-01 ROBINSON, NICOLE	03/13/2025	225.42	PO250873-001	225.42	01-0101-0-1310-1000-4300-101	REIMB_02252025
W-613503	008767-03 SMARTSIGN	03/13/2025	438.38	PO250173-003	438.38	01-8150-0-0000-8110-4300-780	SMT-805090
W-613504	005163-01 SYSCO FOOD SERVI	03/13/2025	1,102.03	PO250465-008	1,102.03	01-2600-0-0000-2490-4300-000	750168626
W-613505	011982-01 COUNTY OF SAN MA	03/13/2025	10,400.00	PO250427-005	4,000.00	01-3327-0-5760-3140-5800-730	CABRILLO1224

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			10,400.00	PO250427-006	6,400.00	01-3327-0-5760-3140-5800-730	CABRILLO1124
W-613506	000061-01 DANNIS WOLIVER K	03/13/2025	46,399.80	PV250686-001	5,400.50	01-0000-0-0000-7400-5810-750	NOVEMBER 2024
			46,399.80	PV250686-001	136.00	01-0000-0-0000-7300-5810-720	NOVEMBER 2024
			46,399.80	PV250686-001	6,262.00	01-0000-0-0000-7111-5810-750	NOVEMBER 2024
			46,399.80	PV250686-001	396.00	21-9711-0-9006-8500-5810-000	NOVEMBER 2024
			46,399.80	PV250687-001	11,243.50	01-0000-0-0000-7400-5810-750	DECEMBER 2024
			46,399.80	PV250687-001	99.88	01-0000-0-0000-7300-5810-720	DECEMBER 2024
			46,399.80	PV250687-001	8,450.42	01-0000-0-0000-7111-5810-750	DECEMBER 2024
			46,399.80	PV250687-001	93.00	01-0000-0-0000-7112-5810-750	DECEMBER 2024
			46,399.80	PV250687-001	336.00	01-0000-0-0000-7300-5810-720	DECEMBER 2024
			46,399.80	PV250688-001	2,386.92	01-0000-0-0000-7400-5810-750	JANUARY 2025
			46,399.80	PV250688-001	10,519.58	01-0000-0-0000-7111-5810-750	JANUARY 2025
			46,399.80	PV250688-001	680.00	01-0000-0-0000-7300-5810-720	JANUARY 2025
			46,399.80	PV250688-001	396.00	21-9711-0-9006-8500-5810-000	JANUARY 2025
W-613507	011976-01 EDTHEORY LLC	03/13/2025	26,928.00	PO250644-005	12,240.00	01-6500-0-5760-1180-5867-730	8574
			26,928.00	PO250644-006	14,688.00	01-6500-0-5760-1180-5867-730	8725
W-613508	009383-01 MILLS, HEIDI	03/13/2025	485.00	PO250780-001	485.00	01-9664-0-0001-2140-5200-000	REIMBURS_0128202
W-613509	009317-01 NCBOA	03/13/2025	1,702.00	PO250869-001	1,702.00	01-9335-0-1110-4200-5800-331	1781
W-613510	008883-01 PACIFICA COMMUNI	03/13/2025	400.00	PO250330-008	400.00	01-0000-0-0000-7150-5800-710	PCTCUSD0225
W-613511	011738-01 POWERSCHOOL GROU	03/13/2025	5,900.50	PO250877-001	5,900.50	01-0111-0-1110-1000-5800-331-0101	INV432425
W-613512	000105-05 REPUBLIC SERVICE	03/13/2025	2,982.46	PO250194-018	474.63	01-0000-0-0000-8205-5504-105	0925-001699073
			2,982.46	PO250194-019	474.63	01-0000-0-0000-8205-5504-331	0925-001698916

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			2,982.46	PO250194-020	474.63	01-0000-0-0000-8205-5504-211	0925-001698943
			2,982.46	PO250265-025	1,558.57	01-0000-0-0000-8205-5504-107	0925-001698919
W-613513	009413-02 SOUTHERN COUNTIE	03/13/2025	1,751.80	PO250086-014	1,751.80	01-9723-0-0000-3600-4300-788	340405
W-613514	011141-02 THE AVALON ACADE	03/13/2025	46,858.50	PO250431-007	11,187.00	01-6500-0-5750-1180-5100-730	6277
			46,858.50	PO250431-007	1,458.00	01-6500-0-5750-1180-5867-730	6277
			46,858.50	PO250431-007	2,536.00	01-6500-0-5750-1180-5864-730	6277
			46,858.50	PO250431-007	202.50	01-6500-0-5750-1180-5800-730	6277
			46,858.50	PO250432-007	10,314.00	01-6500-0-5750-1180-5100-730	6276
			46,858.50	PO250432-007	1,620.00	01-6500-0-5750-1180-5867-730	6276
			46,858.50	PO250432-007	2,562.50	01-6500-0-5750-1180-5864-730	6276
			46,858.50	PO250432-007	972.00	01-6500-0-5750-1180-5800-730	6276
			46,858.50	PO250433-007	11,498.50	01-6500-0-5750-1180-5100-730	6278
			46,858.50	PO250433-007	2,106.00	01-6500-0-5750-1180-5867-730	6278
			46,858.50	PO250433-007	1,430.00	01-6500-0-5750-1180-5864-730	6278
			46,858.50	PO250433-007	972.00	01-6500-0-5750-1180-5800-730	6278
W-613515	008523-01 THE SPEECH PATHO	03/13/2025	69,597.22	PO250428-011	54,576.87	01-6500-0-5760-1180-5867-730	INV030945
			69,597.22	PO250428-012	15,020.35	01-6500-0-5760-1180-5867-730	INV031042
W-613516	009346-01 U S BANK CORP PA	03/13/2025	488.61	PV250689-001	180.26	01-0111-0-1420-2140-4300-740-0201	4246-0446-2279-1
			488.61	PV250690-001	308.35	01-0111-0-4760-2495-4300-740-0103	4246-0446-2279-1
W-613517	011909-01 ARCADIO'S PRODUC	03/13/2025	223.20	PO250193-027	223.20	13-5466-0-0000-3700-4710-331	364585
W-613518	008911-01 DAVID'S BAGELS	03/13/2025	77.00	PO250212-045	77.00	13-5310-0-0000-3700-4712-331	41130
W-613519	004789-01 EL CAMINO REFRIG	03/13/2025	815.51	PV250692-001	815.51	13-5310-0-0000-3700-5603-770	22070

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W-613520	005163-01 SYSCO FOOD SERVI	03/13/2025	2,205.43	PO250245-042	866.94	13-5310-0-0000-3700-4712-331	750201769
			2,205.43	PO250245-042	722.22	13-5310-0-0000-3700-4710-331	750201769
			2,205.43	PO250245-042	87.06	13-5310-0-0000-3700-4790-331	750201769
			2,205.43	PO250245-042	141.76	13-5310-0-0000-3700-4300-105	750201769
			2,205.43	PO250245-041	387.45	13-5310-0-0000-3700-4712-211	750201771
W-613521	009346-01 U S BANK CORP PA	03/13/2025	12,256.62	PO250774-001	200.55	01-7010-0-3800-1000-4300-331	4246-0446-6404-9
			12,256.62	PO250771-001	53.41	01-7010-0-3800-1000-5200-331	4246-0446-6404-9
			12,256.62	PO250771-002	300.87	01-7010-0-3800-1000-5200-331	4246-0446-6404-9
			12,256.62	PO250772-001	1,543.96	01-7010-0-3800-1000-5200-331	4246-0446-6404-9
			12,256.62	PO250773-001	228.26	01-6387-0-1110-1000-5210-331	4246-0446-6404-9
			12,256.62	PO250861-001	20.00	01-7010-0-3800-1000-5200-331	4246-0446-6404-9
			12,256.62	PO250861-002	120.00	01-7010-0-3800-1000-5200-331	4246-0446-6404-9
			12,256.62	PV250696-001	1,285.45	01-2600-0-0000-2490-4300-000	4246-0470-0103-6
			12,256.62	PV250697-001	14.99	01-3010-0-1110-1000-4300-105	4246-0470-0103-6
			12,256.62	PV250698-001	586.82	01-0111-0-1110-2140-5200-730-0301	4246-0470-0103-6
			12,256.62	PV250699-001	65.00	01-0000-0-0000-7300-4300-720	4246-0470-0103-6
			12,256.62	PV250700-001	196.13	01-8150-0-0000-8110-4300-780	4246-0470-0103-6
			12,256.62	PV250701-001	275.00	01-0000-0-0000-7400-4300-750	4246-0470-0103-6
			12,256.62	PV250702-001	127.05	01-2600-0-0000-2490-4300-000	4246-0470-0103-6
			12,256.62	PV250703-001	65.00	01-0000-0-0000-7300-4300-720	4246-0470-0103-6
			12,256.62	PV250704-001	291.25	01-2600-0-0000-2490-4300-000	4246-0470-0103-6
			12,256.62	PV250705-001	345.00	01-0000-0-0000-7300-5200-720	4246-0470-0103-6

Warrant/EFT	Vendor	Date	Amount	Reference	Payment	Fu Rs Y Goal Func Obj Sch Mgmt	Invoice #
			12,256.62	PV250706-001	2,182.30	01-7311-0-1110-2140-5200-000	4246-0470-0103-6
			12,256.62	PV250707-001	79.38	12-6105-0-0001-1000-4300-100	4246-0470-0103-6
			12,256.62	PO250795-001	125.91	11-6391-0-4110-2700-4300-561	4246-0470-0103-6
			12,256.62	PO250796-001	281.23	11-6391-0-4110-2700-5200-561	4246-0470-0103-6
			12,256.62	PO250338-006	313.95	01-6010-0-1110-4000-4300-101	4246-0470-0103-6
			12,256.62	PO250754-001	71.10	11-6391-0-4110-1000-4300-561	4246-0470-0103-6
			12,256.62	PV250718-001	196.88	01-8150-0-0000-8110-4300-780	4246-0470-0103-6
			12,256.62	PV250719-001	449.99	01-0000-0-0000-2421-5800-790	4246-0470-0103-6
			12,256.62	PV250720-001	2,100.00	21-9711-0-9006-8520-4300-000	4246-0470-0103-6
			12,256.62	PV250715-001	239.29	01-9400-0-1110-1000-4300-331	4246-0446-6404-9
			12,256.62	PV250716-001	16.99	01-9400-0-1110-1000-4300-331	4246-0446-6404-9
			12,256.62	PV250717-001	10.45	01-9400-0-1110-1000-4300-331	4246-0446-6404-9
			12,256.62	PV250693-001	99.00	01-0000-0-0000-7300-4300-720	4246-0470-0103-6
			12,256.62	PV250694-001	235.00	01-0000-0-0000-7300-4300-720	4246-0470-0103-6
			12,256.62	PO250862-001	136.41	01-7010-0-3800-1000-5200-331	4246-0446-6404-9
W-613522	000295-01 ALBERTSONS | SAF	03/13/2025	154.31	PV250708-001	95.84	13-5310-0-0000-3700-4712-331	721134-021225-03
			154.31	PV250709-001	14.20	13-5310-0-0000-3700-4300-331	662065-021425-03
			154.31	PV250710-001	3.49	13-5310-0-0000-3700-4710-331	433471-022425-03
			154.31	PV250711-001	17.97	13-5310-0-0000-3700-4712-331	804969-030425-03
			154.31	PV250712-001	17.90	13-5310-0-0000-3700-4710-331	665059-0030525-0
			154.31	PV250713-001	4.91	13-5310-0-0000-3700-4300-331	729644-030625-03
W-613523	008911-01 DAVID'S BAGELS	03/13/2025	55.00	PO250212-046	55.00	13-5310-0-0000-3700-4712-331	41147

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W-613524	004891-01 ORKIN EXTERMINAT	03/13/2025	172.00	PO250215-009	172.00	13-5310-0-0000-8205-5504-331	276369507
W-613525	004981-01 STRAW HAT PIZZA	03/13/2025	59.96	PO250228-043	59.96	13-5310-0-0000-3700-4710-335	14997
W-613526	009571-01 GOLD STAR FOODS	03/13/2025	1,619.88	PO250244-093	363.36	13-5310-0-0000-3700-4710-331	8486430
			1,619.88	PO250244-093	462.88	13-5310-0-0000-3700-4712-331	8486430
			1,619.88	PO250244-094	137.84	13-5310-0-0000-3700-4710-331	8541251
			1,619.88	PO250244-094	118.92	13-5310-0-0000-3700-4712-331	8541251
			1,619.88	PO250244-095	257.18	13-5310-0-0000-3700-4710-331	8552900
			1,619.88	PO250244-096	139.94	13-5310-0-0000-3700-4710-331	8562179
			1,619.88	PO250244-097	2.74	13-5310-0-0000-3700-4711-331	8573259
			1,619.88	PO250244-097	137.02	13-5310-0-0000-3700-4710-331	8573259
W-613527	004981-01 STRAW HAT PIZZA	03/13/2025	509.66	PO250228-044	509.66	13-5310-0-0000-3700-4710-331	14998
W-613528	012251-01 ENOKI EVENTS LLC	03/13/2025	1,890.00	PO250867-001	1,890.00	01-2600-0-0000-2140-5200-000	BOOST_CONF_2025
W-613529	009346-01 U S BANK CORP PA	03/13/2025	3,098.10	PO250863-001	2,725.00	01-7010-0-3800-1000-5200-331	4246-0446-6404-9
			3,098.10	PV250714-001	345.12	01-9400-0-1110-1000-4300-331	4246-0446-6404-9
			3,098.10	PV250695-001	27.98	01-0000-0-0000-7111-4300-750	4246-0470-0103-6
W-613530	011153-01 CONSOLIDATED ENG	03/13/2025	1,628.24	PO250559-017	1,628.24	21-9711-0-9645-8520-6240-103	228516
W-613531	011550-01 EICHLER ASSOCIAT	03/13/2025	1,702.50	PO250715-004	1,702.50	21-9711-0-9645-8520-5800-103	2207
W-613532	011744-01 STUDIO W ARCHITE	03/13/2025	269.85	PO250503-015	269.85	21-9711-0-9645-8520-6210-103	48252
W-613533	012076-01 CIS INC	03/13/2025	9,370.00	PO250146-008	9,370.00	21-9711-0-9645-8520-6290-103	FV MOD - 17
W-613534	011550-01 EICHLER ASSOCIAT	03/13/2025	1,800.00	PO250715-003	1,800.00	21-9711-0-9645-8520-5800-103	2177
W-614398	010939-01 CABE	03/18/2025	3,045.00	PO250827-001	2,005.00	01-6266-0-1110-1000-5200-105	A25322
			3,045.00	PO250816-001	1,040.00	01-6266-0-1110-1000-5200-105	A25321

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W-614399	009750-01 CINTAS	03/18/2025	268.36	PO250114-034	67.09	01-8150-0-0000-8110-5603-780	4222014737
			268.36	PO250114-035	67.09	01-8150-0-0000-8110-5603-780	4222774009
			268.36	PO250114-036	67.09	01-8150-0-0000-8110-5603-780	4221267654
			268.36	PO250114-037	67.09	01-8150-0-0000-8110-5603-780	4220526882
W-614400	011431-01 KIS	03/18/2025	3,817.50	PO250391-002	3,817.50	01-0000-0-0000-2421-5800-790	83206
W-614401	011766-01 NELLES, JANET	03/18/2025	600.00	PO250647-002	600.00	01-6500-0-5001-3161-5800-730	17
W-614402	000380-01 ODP BUSINESS SOL	03/18/2025	771.87	PO250081-012	771.87	01-0000-0-0000-7300-4300-720	410823911001
W-614403	011902-03 PITNEY BOWES INC	03/18/2025	244.17	PO250280-014	244.17	01-0000-0-0000-7300-5903-720	1027018483
W-614404	011604-01 RING CENTRAL INC	03/18/2025	344.14	PV250729-001	344.14	01-0000-0-0000-8205-5901-720	CD_001042214
W-614405	008412-01 TOTAL SCHOOL SOL	03/18/2025	4,396.91	PV250721-001	4,396.91	01-0000-0-0000-7300-5800-720	18-4769
W-614406	009346-01 U S BANK CORP PA	03/18/2025	630.45	PV250725-001	20.00	11-6391-0-4110-2700-4300-561	4246-0470-0103-6
			630.45	PV250726-001	87.00	11-6391-0-4110-2700-4300-561	4246-0470-0103-6
			630.45	PV250727-001	40.00	01-7010-0-3800-1000-5200-331	4246-0470-0103-6
			630.45	PV250728-001	483.45	01-8150-0-0000-8110-4300-780	4246-0470-0103-6
W-614407	011975-01 YOUNGS AUTO PART	03/18/2025	452.86	PO250093-003	174.70	01-8150-0-0000-8110-4300-780	133587-2
			452.86	PO250093-004	194.51	01-8150-0-0000-8110-4300-780	133330-2
			452.86	PO250093-005	64.49	01-8150-0-0000-8110-4300-780	133116-2
			452.86	PO250093-006	10.80	01-8150-0-0000-8110-4300-780	130785-2
			452.86	PO250093-008	8.36	01-8150-0-0000-8110-4300-780	127961-2
W-614408	008938-02 AMAZON CAPITAL S	03/18/2025	19,025.14	PO250080-015	19.59	01-0000-0-0000-7300-4300-720	1RKV-LKL1-KXPD
			19,025.14	PV250722-001	1,842.18	01-0000-0-0000-7150-4300-710	1QRH-FJCR-KK74
			19,025.14	PO250089-008	3,615.09	01-0000-0-0000-2421-4300-790	1TGH-JNR3-KJWN

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			19,025.14	PV250723-001	6,573.00	01-6388-0-1110-1000-4300-211-RD06	1HHG-QFYL-JC4R
			19,025.14	PO250851-001	32.22	01-4203-0-1110-1000-4200-740	193K-TLW9-JLR3
			19,025.14	PO250249-004	422.70	01-6500-0-5001-2100-4300-730	1JMQ-C6L1-J36P
			19,025.14	PO250793-001	258.07	01-0105-0-1310-1000-4300-105	1KNW-3KC9-L9T4
			19,025.14	PO250779-001	190.99	01-0101-0-1310-1000-4300-101	1PXN-XMFW-KDMD
			19,025.14	CM250024-001	(31.50)	01-0101-0-1310-1000-4300-101	19P1-WHPQ-1TVN
			19,025.14	PO250797-001	78.74	01-0331-0-1210-1000-4300-331	1QRH-FJCR-KXVD
			19,025.14	PO250080-012	66.50	01-0000-0-0000-7300-4300-720	16DN-RJL1-KXND
			19,025.14	PO250080-013	131.61	01-0000-0-0000-7300-4300-720	16G3-HG9K-KXNQ
			19,025.14	PO250080-014	143.88	01-0000-0-0000-7300-4300-720	1KNW-3KC9-KTL4
			19,025.14	PO250755-001	95.79	01-0105-0-1310-1000-4300-105	1VFY-PLC9-KPTM
			19,025.14	PO250798-001	113.62	01-0331-0-1210-1000-4300-331	1VL7-VMLP-JCMH
			19,025.14	PO250801-001	62.86	01-0331-0-1210-1000-4300-331	1XRG-99NY-L6FG
			19,025.14	PO250834-001	169.36	01-0331-0-1210-1000-4300-331	1YP7-76CM-KML9
			19,025.14	PO250044-014	625.19	01-8150-0-0000-8110-4300-780	1Q4F-QJJL-JRLN
			19,025.14	PO250044-015	856.28	01-8150-0-0000-8110-4300-780	1KD4-K66F-KF6J
			19,025.14	PO250044-016	866.10	01-8150-0-0000-8110-4300-780	1KYL-9PC1-KM1T
			19,025.14	PO250048-007	1,352.79	01-6010-0-1110-4000-4300-101	16TC-74PL-JFCX
			19,025.14	PO250047-013	1,540.08	01-2600-0-0000-2490-4300-000	1Q4F-QJJL-K1YH
W-614409	009346-01 U S BANK CORP PA	03/18/2025	44.96	PO250392-005	22.48	01-0420-0-3350-1000-4300-420	4246-0470-0103-6
			44.96	PO250392-005	22.48	11-6391-0-4110-1000-4300-561	4246-0470-0103-6
W-614410	011898-01 APPROACH LLC	03/18/2025	4,216.00	PO250076-009	4,216.00	11-6391-0-4110-2700-5100-561	4758

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W-614411	005837-04 BIG CREEK LUMBER	03/18/2025	245.54	PO250134-024	245.54	01-8150-0-0000-8110-4300-780	2335421
W-614412	012239-01 SCOOT EDUCATION	03/18/2025	2,260.00	PO250810-005	2,260.00	01-0000-0-1110-1000-5800-105-SUB	111247
W-614413	011601-01 HMB SMOG	03/18/2025	992.99	PO250198-002	992.99	01-9723-0-0000-3600-5603-788	10468
W-614414	011975-01 YOUNGS AUTO PART	03/18/2025	222.10	PO250093-007	222.10	01-8150-0-0000-8110-4300-780	130781-2
W-614415	005779-01 HD SUPPLY	03/18/2025	162.97	PO250136-021	162.97	01-8150-0-0000-8110-4300-780	853015279
W-614416	011909-01 ARCADIO'S PRODUC	03/18/2025	223.20	PO250193-028	223.20	13-5466-0-0000-3700-4710-331	365972
W-614417	008911-01 DAVID'S BAGELS	03/18/2025	77.00	PO250212-047	77.00	13-5310-0-0000-3700-4712-331	41155
W-614418	006946-01 JUAREZ, ADRIANA	03/18/2025	9.81	PV250733-001	9.81	13-5310-0-0000-3700-4790-331	031225
W-614419	005163-01 SYSCO FOOD SERVI	03/18/2025	1,944.34	PO250245-043	603.64	13-5310-0-0000-3700-4712-211	750216614
			1,944.34	PO250245-044	938.99	13-5310-0-0000-3700-4712-331	750216611
			1,944.34	PO250245-044	26.99	13-5310-0-0000-3700-4710-331	750216611
			1,944.34	PO250245-044	374.72	13-5310-0-0000-3700-4790-331	750216611
W-615061	008758-01 AMERICAN PORTABL	03/20/2025	132.34	PO250139-009	132.34	01-8150-0-0000-8110-5603-780	133216
W-615062	005837-04 BIG CREEK LUMBER	03/20/2025	380.19	PO250319-003	380.19	01-3550-0-3800-1000-4300-331	2361942
W-615063	011453-01 BIGELOW, LAUREL	03/20/2025	515.00	PO250784-001	515.00	01-6266-0-1110-1000-5200-101	REIMB_01162025
W-615064	008304-01 CALIFORNIA WATER	03/20/2025	495.07	PO250263-008	495.07	01-0000-0-0000-8205-5503-107	2188039386_02272
W-615065	006563-02 CAPITAL ONE TRAD	03/20/2025	43.74	PO250241-001	43.74	01-8150-0-0000-8110-4300-780	54521388
W-615066	008988-01 CARLTON, LYNNE	03/20/2025	160.60	TC250070-001	160.60	01-6266-0-1110-1000-5200-105	REIMB_021125
W-615067	000194-01 COASTSIDE COUNTY	03/20/2025	7,607.42	PO250079-008	982.04	01-0000-0-0000-8205-5503-720	FEBRUARY_2025
			7,607.42	PO250079-008	1,189.07	01-0000-0-0000-8205-5503-211	FEBRUARY_2025
			7,607.42	PO250079-008	2,420.84	01-0000-0-0000-8205-5503-331	FEBRUARY_2025
			7,607.42	PO250079-008	1,066.15	01-0000-0-0000-8205-5503-101	FEBRUARY_2025

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			7,607.42	PO250079-008	1,949.32	01-0000-0-0000-8205-5503-105	FEBRUARY_2025
W-615068	000583-01 DEPARTMENT OF JU	03/20/2025	2,548.00	PO250332-006	2,548.00	01-0000-0-0000-7400-5800-750	793231
W-615069	009553-01 E-RATE ONLINE LL	03/20/2025	3,750.00	PO250891-001	3,750.00	01-0000-0-0000-2421-5800-790	10713
W-615070	006959-01 EWING	03/20/2025	1,797.11	PO250234-003	1,797.11	01-0000-0-0000-8220-4300-785	25083221
W-615071	000748-01 FEDEX	03/20/2025	28.57	PO250031-004	28.57	01-0000-0-0000-7300-5903-720	8-777-82395
W-615072	006797-01 MONTARA SANITARY	03/20/2025	69.26	PO250084-008	69.26	01-0000-0-0000-8205-5503-103	84-4081A-0-02052
W-615073	000380-01 ODP BUSINESS SOL	03/20/2025	271.63	PO250870-001	39.63	01-0335-0-3250-1000-4300-335	412339988001
			271.63	PO250870-002	30.19	01-0335-0-3250-1000-4300-335	412339556001
			271.63	PO250818-001	201.81	11-6391-0-4110-2700-4300-561	407442643001
W-615074	000550-01 PACIFIC GAS AND	03/20/2025	5,027.96	PO250078-016	5,027.96	01-0000-0-0000-8205-5502-601	5189451218-8_030
W-615075	007058-02 PTM DOCUMENT SYS	03/20/2025	1,438.08	PO250803-001	1,438.08	01-0331-0-1210-1000-4300-331	0091305
W-615076	012108-02 RELIAS LLC	03/20/2025	120.80	PO250294-009	120.80	11-3926-0-4110-1000-4300-561	SI-416140
W-615077	012239-01 SCOOT EDUCATION	03/20/2025	2,260.00	PO250810-006	2,260.00	01-0000-0-1110-1000-5800-105-SUB	111851
W-615078	009346-01 U S BANK CORP PA	03/20/2025	666.56	PV250730-001	385.31	01-2600-0-0000-2140-4300-000	4246-0470-0103-6
			666.56	PV250731-001	281.25	01-2600-0-0000-2140-4300-000	4246-0470-0103-6
W-615079	007110-02 UCCE MASTER GARD	03/20/2025	200.00	PO250904-001	200.00	01-6266-0-1110-1000-4300-103	UCEE_GARDENER_PR
W-615080	012257-01 SU LATT MYINT	03/20/2025	540.25	PV250724-001	540.25	01-0000-0-0000-0000-9589-000	REISSUE_31025
W-615081	011589-01 A+ LIVESCAN SERV	03/20/2025	1,525.00	PO250186-010	1,525.00	01-0000-0-0000-7400-5800-750	20351
W-615082	007627-01 AT&T MOBILITY	03/20/2025	193.57	PO250274-007	193.57	01-0000-0-0000-8205-5901-720	287298525082X031
W-615083	000105-04 BFI OF CA OX MTN	03/20/2025	129.97	PO250260-005	129.97	01-0000-0-0000-8205-5504-720	4227-000070339
W-615084	007419-03 CLARK PEST CONTR	03/20/2025	220.00	PO250037-006	220.00	01-8150-0-0000-8110-5800-780	37022653
W-615085	011734-01 COASTSIDE PRINTE	03/20/2025	1,999.38	PO250910-001	1,509.38	01-0331-0-1330-2700-4300-331	33879

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			1,999.38	PO250910-002	490.00	01-0331-0-1330-2700-4300-331	33878
W-615086	000196-01 COUNTY SCHOOL SE	03/20/2025	44,425.00	PV250732-001	44,425.00	01-0111-0-1110-2140-5800-740-0501	18993
W-615087	008857-01 FIRST STUDENT IN	03/20/2025	1,076.73	PO250735-001	1,076.73	01-0101-0-1310-1000-4300-101	00135662
W-615088	011667-01 FOG CITY AUDIO V	03/20/2025	7,437.50	PO250903-001	7,437.50	01-0331-0-1330-2700-4300-331	25-0063
W-615089	008337-01 JONES, DAVID	03/20/2025	95.94	PO250909-001	95.94	01-0331-0-1210-2700-4300-331	REIMB_03122025
W-615090	000105-05 REPUBLIC SERVICE	03/20/2025	1,763.30	PO250265-026	576.68	01-0000-0-0000-8205-5504-720	0925-001699103
			1,763.30	PO250265-026	86.06	01-0000-0-0000-8205-5504-105	0925-001699103
			1,763.30	PO250265-026	487.00	01-0000-0-0000-8205-5504-211	0925-001699103
			1,763.30	PO250265-026	613.56	01-0000-0-0000-8205-5504-331	0925-001699103
W-615091	004143-03 RICOH AMERICAS C	03/20/2025	13,811.07	PO250255-004	13,811.07	01-0000-0-0000-7300-5601-720	550718407
W-615092	009206-01 TRADE CREDIT SER	03/20/2025	368.91	PO250321-008	10.00	01-3550-0-3800-1000-4300-331	161151069
			368.91	PO250140-017	112.26	01-8150-0-0000-8110-4300-780	1661151091
			368.91	PO250322-007	246.65	01-3550-0-3800-1000-4300-331	1661377852
W-615093	008871-01 UNITED COACH TOU	03/20/2025	1,430.00	PO250896-001	1,430.00	01-6388-0-1110-1000-5200-211-RD05	23655WF
W-615094	011715-01 EARTH SYSTEMS	03/20/2025	1,912.25	PO250151-005	1,202.25	21-9711-0-9640-8520-5800-101	849195
			1,912.25	PO250151-006	220.00	21-9711-0-9640-8520-5800-101	851652
			1,912.25	PO250659-001	490.00	21-9711-0-9654-8520-5800-101	851651
W-615095	011550-01 EICHLER ASSOCIAT	03/20/2025	12,920.00	PO250836-006	12,920.00	01-9663-0-0000-8520-5800-000	2200
W-615096	000295-01 ALBERTSONS | SAF	03/20/2025	440.60	PV250737-001	31.33	01-0000-0-0000-7111-4300-750	803741-012325-03
			440.60	PV250738-001	47.42	01-0000-0-0000-7111-4300-750	726563-022625-03
			440.60	PV250739-001	47.71	01-0000-0-0000-7400-4300-750	804768-030325-03
			440.60	PV250740-001	45.46	01-9354-0-1110-1000-4300-740	803789-012325-03

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			440.60	PV250741-001	18.80	01-0111-0-1110-1000-4300-211-0303	722932-012125-03
			440.60	PO250060-029	37.13	01-2600-0-0000-2490-4300-000	808843-030425-03
			440.60	PO250060-030	73.23	01-2600-0-0000-2490-4300-000	726563-022625-03
			440.60	PO250060-031	54.90	01-2600-0-0000-2490-4300-000	727518-022825-03
			440.60	PO250060-032	25.98	01-2600-0-0000-2490-4300-000	433742-022525-03
			440.60	PO250060-033	58.64	01-2600-0-0000-2490-4300-000	661308-0210225-0
W-615097	008058-05 AT&T	03/20/2025	2,793.40	PO250272-008	2,793.40	01-0000-0-0000-8205-5901-720	9117059900
W-615098	011951-02 CESILIA GUTIERRE	03/20/2025	21.00	TC250071-001	21.00	12-6105-0-0001-1000-5200-100	MILEAGE_FEB25
W-615099	011870-01 CLEVER INC	03/20/2025	4,564.26	PV250736-001	4,564.26	01-0000-0-0000-2421-4300-790	7469E0E2-0002
W-615100	011383-01 FOX SECURITY & C	03/20/2025	2,295.00	PO250111-004	2,295.00	01-8150-0-0000-8110-5800-780	10466
W-615101	005779-01 HD SUPPLY	03/20/2025	648.59	PO250136-022	648.59	01-8150-0-0000-8110-4300-780	854451267
W-615102	005224-02 OPENING TECHNOLO	03/20/2025	155.02	PO250141-004	155.02	01-8150-0-0000-8110-4300-780	2213076
W-615103	011902-01 PITNEY BOWES INC	03/20/2025	73.87	PO250280-015	73.87	01-0000-0-0000-7300-5903-720	8000-9000-1075-0
W-615104	004143-02 RICOH USA INC	03/20/2025	808.50	PO250264-013	745.34	01-0000-0-0000-7300-5601-720	9033041448
			808.50	PO250257-015	63.16	01-0000-0-0000-7300-4300-720	5071090644
W-615105	006042-02 SAN DIEGO COUNTY	03/20/2025	400.00	PO250514-001	400.00	01-9542-0-1110-1000-5200-103	099-048416
W-615106	011328-01 SCHOOL FACILITY	03/20/2025	53.75	PO250767-001	53.75	21-9711-0-9006-8520-5800-000	0022586
W-615107	009453-02 SMITH, GAYLE	03/20/2025	305.86	PV250735-001	305.86	01-0000-0-0000-0000-8699-000	REISSUE_03132025
W-615108	009172-02 VISTA HIGHER LEA	03/20/2025	7,161.09	PO250758-001	7,161.09	01-6300-0-1110-1000-4100-740	SI313807
W-615109	012131-01 AAA FENCE COMPAN	03/20/2025	20,941.80	PV250734-001	20,941.80	21-9711-0-9205-8520-6170-105	24017-RET
W-615110	011153-01 CONSOLIDATED ENG	03/20/2025	15,767.88	PO250524-017	15,767.88	21-9711-0-9640-8520-6290-101	225696
W-615111	012132-01 RODAN BUILDERS I	03/20/2025	889,956.98	PO250164-008	889,956.98	21-9711-0-9640-8520-6200-101	23-1292 11 FEB R

030125-033125 WARRANT REGISTER
41 Cabrillo Unified School District **Fiscal Year: 2025**

Warrant/EFT	Vendor	Date	Amount	Reference	Payment	Fu Rs Y Goal Func Obj Sch Mgmt	Invoice #
W-615112	012011-01 SMCSIG-HEALTH CA	03/20/2025	385,443.27	PV250742-001	357,640.49	01-0000-0-0000-0000-9564-000	APR 2025
			385,443.27	PV250742-001	27,802.78	01-0000-0-0000-0000-9553-000	APR 2025
W-615113	011744-01 STUDIO W ARCHITE	03/20/2025	16,537.40	PO250503-016	16,537.40	21-9711-0-9645-8520-6210-103	48251
W-615114	000295-01 ALBERTSONS | SAF	03/20/2025	514.27	PO250060-034	514.27	01-2600-0-0000-2490-4300-000	431768-021225-03
W-615115	012200-01 ELIZABETH VEACH	03/20/2025	136.92	TC250072-001	136.92	01-6500-0-5750-1190-5200-730	MILEAGE_FEB25
W-615116	000128-01 FOLLETT CONTENT	03/20/2025	68.88	PO250874-001	68.88	01-0111-0-1110-1000-4200-211-0201	542179
W-615117	008462-01 JONES SCHOOL SUP	03/20/2025	366.00	PO250866-001	366.00	01-0211-0-1310-1000-4300-211	2143221
W-615118	008337-01 JONES, DAVID	03/20/2025	151.66	PO250800-001	151.66	01-0331-0-1210-1000-4300-331	REIMB_02282025
W-615119	009409-01 MOSS BEACH CHEVR	03/20/2025	74.25	PO250232-001	74.25	01-8150-0-0000-8110-4300-780	FEBRUARY 25
W-615120	005224-02 OPENING TECHNOLO	03/20/2025	849.72	PO250141-003	849.72	01-8150-0-0000-8110-4300-780	2213090
W-615121	010759-02 WEX BANK	03/20/2025	514.35	PO250317-005	514.35	01-6387-0-3800-1000-4300-331	103502191
W-615650	000161-02 SAN MATEO COUNTY	03/24/2025	50,164.20	PO250256-009	33,175.71	01-0000-0-0000-8205-5504-331	056-310-140
			50,164.20	PO250256-010	1,499.88	01-0000-0-0000-8205-5504-211	056-182-040
			50,164.20	PO250256-011	4,053.75	01-0000-0-0000-8205-5504-211	056-182-050
			50,164.20	PO250256-012	3,510.51	01-0000-0-0000-8205-5504-105	056-181-010
			50,164.20	PO250256-013	6,816.65	01-0000-0-0000-8205-5504-103	036-320-020
			50,164.20	PO250256-014	1,082.67	01-0000-0-0000-8205-5504-101	047-330-020
			50,164.20	PO250256-015	12.40	01-0000-0-0000-8205-5504-107	067-202-010
			50,164.20	PO250256-016	12.63	01-0000-0-0000-8205-5504-331	056-310-150
W-615651	011738-01 POWERSCHOOL GROU	03/24/2025	1,930.00	PO250886-001	1,930.00	01-0000-0-0000-2421-5800-790	INV437796
W-615652	009346-01 U S BANK CORP PA	03/24/2025	2,901.79	PV250745-001	13.12	01-0000-0-0000-7400-4300-750	4246-0470-0103-6
			2,901.79	PV250746-001	94.52	01-2600-0-0000-2140-4300-000	4246-0470-0103-6

Warrant/EFT	Vendor	Date	Amount	Reference	Payment	Fu Rs Y Goal Func Obj Sch Mgmt	Invoice #
			2,901.79	PV250747-001	182.74	13-5310-0-0000-3700-4300-105	4246-0470-0103-6
			2,901.79	PV250743-001	61.18	01-9723-0-0000-3600-5603-788	4246-0470-0103-6
			2,901.79	PV250749-001	41.00	01-0000-0-0000-7111-4300-750	4246-0470-0103-6
			2,901.79	PV250750-001	31.18	01-9723-0-0000-3600-5603-788	4246-0470-0103-6
			2,901.79	PV250751-001	0.93	01-9723-0-0000-3600-5603-788	4246-0470-0103-6
			2,901.79	PV250752-001	88.56	01-3010-0-1110-1000-4300-105	4246-0470-0103-6
			2,901.79	PV250753-001	33.27	01-3010-0-1110-1000-4300-105	4246-0470-0103-6
			2,901.79	PV250754-001	277.83	01-2600-0-0000-2490-4300-000	4246-0470-0103-6
			2,901.79	PO250913-001	1,774.00	01-0000-0-0000-7150-5200-710	4246-0470-0103-6
			2,901.79	PO250338-007	303.46	01-6010-0-1110-4000-4300-101	4246-0470-0103-6
W-615653	008911-01 DAVID'S BAGELS	03/24/2025	55.00	PO250212-048	55.00	13-5310-0-0000-3700-4712-331	41173
W-615654	009571-01 GOLD STAR FOODS	03/24/2025	453.21	PO250244-098	19.18	13-5310-0-0000-3700-4711-331	860186
			453.21	PO250244-098	328.37	13-5310-0-0000-3700-4710-331	860186
			453.21	PO250244-098	102.92	13-5310-0-0000-3700-4712-331	860186
			453.21	PO250244-099	2.74	13-5310-0-0000-3700-4711-331	8608333
W-615655	004981-01 STRAW HAT PIZZA	03/24/2025	509.66	PO250228-046	509.66	13-5310-0-0000-3700-4710-331	15000
W-615656	008193-01 COMCAST	03/24/2025	33,960.46	PO250261-012	45,555.38	01-0000-0-0000-2421-5902-790	234325300
			33,960.46	CM250025-001	(11,594.92)	01-0000-0-0000-2421-5902-790	234931620
W-615657	005779-01 HD SUPPLY	03/24/2025	289.86	PO250136-023	49.78	01-8150-0-0000-8110-4300-780	851311837
			289.86	PO250136-024	240.08	01-8150-0-0000-8110-4300-780	849982269
W-615658	009346-01 U S BANK CORP PA	03/24/2025	2,112.09	PV250748-001	52.86	01-8150-0-0000-8110-4300-780	4246-0470-0103-6
			2,112.09	PV250744-001	1.83	01-9723-0-0000-3600-5603-788	4246-0470-0103-6

030125-033125 WARRANT REGISTER
41 Cabrillo Unified School District **Fiscal Year: 2025**

Warrant/EFT	Vendor	Date	Amount	Reference	Payment	Fu Rs Y Goal Func Obj Sch Mgmt	Invoice #
			2,112.09	PO250564-001	2,057.40	01-7370-0-1110-1000-5200-331	4246-0470-0103-6
W-615659	012019-01 VANIR CONSTRUCTI	03/24/2025	91,332.50	PO250010-008	91,332.50	21-9711-0-9006-8520-5800-000	180330
W-615660	004981-01 STRAW HAT PIZZA	03/24/2025	59.96	PO250228-045	59.96	13-5310-0-0000-3700-4710-335	14999
W-617464	011909-01 ARCADIO'S PRODUC	03/27/2025	246.00	PO250193-029	246.00	13-5466-0-0000-3700-4710-331	367230
W-617465	008911-01 DAVID'S BAGELS	03/27/2025	55.00	PO250212-049	55.00	13-5310-0-0000-3700-4712-331	41199
W-617466	009571-01 GOLD STAR FOODS	03/27/2025	617.99	PO250244-101	617.99	13-5310-0-0000-3700-4712-211	8643120
W-617467	004981-01 STRAW HAT PIZZA	03/27/2025	59.96	PO250228-047	59.96	13-5310-0-0000-3700-4710-335	46451
W-617468	009571-01 GOLD STAR FOODS	03/27/2025	1,547.70	PO250244-100	2.74	13-5310-0-0000-3700-4711-331	8642938
			1,547.70	PO250244-100	1,544.96	13-5310-0-0000-3700-4710-331	8642938
W-617469	004981-01 STRAW HAT PIZZA	03/27/2025	509.66	PO250228-048	509.66	13-5310-0-0000-3700-4710-331	46452
W-617470	005163-01 SYSCO FOOD SERVI	03/27/2025	1,259.97	PO250245-045	370.22	13-5310-0-0000-3700-4712-211	750232284
			1,259.97	PO250245-046	434.86	13-5310-0-0000-3700-4712-331	750232283
			1,259.97	PO250245-046	360.86	13-5310-0-0000-3700-4710-331	750232283
			1,259.97	PO250245-046	94.03	13-5310-0-0000-3700-4790-331	750232283

Warrant/EFT Count: 287 **Total Warrant/EFT Amount:** 3,829,864.29

CABRILLO UNIFIED SCHOOL DISTRICT

498 Kelly Avenue, Half Moon Bay, California 94019 • 650 712-7100 • www.cabrillo.k12.ca.us

INTERIM SUPERINTENDENT
Dr. Ramon Miramontes

GOVERNING BOARD
Mary Beth Alexander
Peter Cerneka
Lizet Cortes
Carmen Daniel
Breanna Lafontaine

MEMORANDUM

MEETING DATE: April 24, 2025
TO: Members of the Governing Board
FROM: Jennifer Marsh
CATEGORY: Consent/Action,
ITEM TITLE: Approval of Bid Award for E-Rate Provider GIGAKOM for the 2025-26 School Year

BACKGROUND INFORMATION

The E-Rate program helps schools and districts secure affordable broadband access. Eligible schools and districts can apply individually or as part of a consortium; CUSD applies individually.

Funding is available under two service categories:

- Category One: Covers telecommunications, telecommunications services, and Internet access for school districts.
- Category Two: Supports internal connections, essential maintenance of internal connections, and managed internal broadband services to distribute Internet access within schools.

Discounts range from 20% to 85%, depending on the district's poverty level and whether it is in an urban or rural area. The program operates under an annual funding cap of $4.456 billion, set by the Federal Communications Commission (FCC).

The E-rate program is managed by the Universal Service Administrative Company (USAC) under the FCC's direction. USAC is responsible for processing applications, confirming eligibility, reimbursing service providers, and ensuring compliance with E-Rate regulations.

CUSD has vetted providers to ensure compliance with all FCC E-Rate rules and is submitting the proposal GIGAKOM for approval.

REPORT/PROPOSAL

GIGAKOM Quote for E-Rate.

FISCAL ANALYSIS

The E-Rate will reimburse CUSD up to 80% of the qualifying services.

RECOMMENDATION

Staff recommends approval of the proposal as presented.

Prepared by: *Holly Lynne*

9245 Activity Road, Ste 105
San Diego, CA 92126

QUOTE

Customer Cabrillo Unified School District

Date 2/28/2025
Quote # E2025 - J1036LA - Meraki switches,UPS,WAPs

School Site	Product SKU #	Mftr	Product Description	E Rate Eligible	E Rate Ineligible	Qty	Price	Extended	Tax Amount	Total
Cabrillo Unified School District	MS250-48FP-HW	Meraki	Meraki MS250-48FP L3 Stck Cld-Mngd 48x GigE 740W PoE Switch	100		6	$5,209.73	$ 31,258.38	$2,930.47	$ 34,188.85
Cabrillo Unified School District	LIC-MS250-48FP-3YR	Meraki	Meraki MS250-48FP Enterprise License and Support, 3YR	100		6	$746.73	$ 4,480.38	$0.00	$ 4,480.38
Cabrillo Unified School District	SMART1500RM2U	Tripplite	Tripp Lite series SmartPro 1500VA 1350W 120V Line-Interactive Sine Wave UPS - 8 Outlets, Network Card Option, LCD, USB, DB9, 2U Rack/Tower	100		10	$679.78	$ 6,797.80	$637.29	$ 7,435.09
Cabrillo Unified School District	MR56-HW	Meraki	Meraki MR56 Wi-Fi 6 Indoor AP	100		20	$1,107.25	$ 22,145.00	$2,076.09	$ 24,221.09
Cabrillo Unified School District	LIC-ENT-3YR	Meraki	Meraki MR Enterprise License, 3YR	100		20	$211.88	$ 4,237.60	$0.00	$ 4,237.60
Cabrillo Unified School District	Installation & Configuration	GigaKOM	This quote includes installation and initial configuration of the following: (6) 48 Port Switch(es) (10) Standard 2U UPS or UPS Batteries (20) Interior Access Point(s) installed up to 12' in height	100		1	$6,550.66	$ 6,550.66	$0.00	$ 6,550.66
							Line Items Total	**$75,469.82**	**$5,643.86**	**$81,113.68**
							Shipping (as applicable)			**$0.00**
							Grand Total			**$81,113.68**

THANK YOU FOR YOUR BUSINESS

GigaKOM Business Information

SPIN: 143027209, FCC # 0011991395, Certified Small Business – Micro # 40936,DIR Registration: 1000003984

GigaKOM Job Site Terms & Conditions

1. All areas of Hand holes/ maintenance holes and conduit pathways must be provided and accessible at time of work.
2. Work shall be performed during normal business hours unless specified in the contact SOW. Additional charges for after hour/holiday work might apply
rking on site shall be provided by the client at no cost to GigaKOM.
ent will provide free and clear access to all working areas.
onsite contact and access must be provided to GigaKOM prior to job site arrival.
y down time resulting from the lack of access or client-required information, equipment is not the responsibly of GigaKOM and is billable.
$250 fee will be billed to client for missed appointments, or site not ready for installation. Also, $150 will be billed for additional dispatch.
oject performance and payment bond might not be included in the price; if requested, they will be added as a line item on the total awarded amount.
ipping is dock-to-dock to a single location.

ales are final. Exceptions may be considered if a return request is submitted to GigaKOM within 20 days of the order confirmation.
changes to the order as described above may result in a price change. Additionally, removing any labor will incur a 15% penalty on the total labor cost.

9245 Activity Road, Ste 105
San Diego, CA 92126

QUOTE

Customer Cabrillo Unified School District

Date 2/28/2025

Quote # E2025 - J1036LA - Meraki switches,UPS,WAPs

GigaKOM Terms and Conditions, Billing and SLA: http://bit.ly/GIGAKOM-TCandSLA

--ANY WORK NOT INCLUDED IN THIS ESTIMATE WILL BE BILLED AS TIME AND MATERIAL, INCLUDING ANY ADDTIONAL LABOR OUTSIDE OF SERVICES SPECIFIED ABOVE, CONSULTING, ETC. Please refer to GigaKOM Terms AND Conditions, Billing, AND SLA for rates: Please WORK WITH YOU ACCOUNT MANAGER ON CHANGES.

The price set forth above is a good faith estimate based on the information received through the date of this Estimate and may change based on updated information. Any price changes shall be communicated to the customer through a revised Estimate.

This Estimate is valid for 30 days from the day of issue (except for erate deals). Any changes to quantities and equipment specified may result in an increase in pricing.
Payment Terms: NET 15

GigaKOM WILL BILL IN PROGRESS INVOICES. HARDWARE AND SOFTWARE WILL BE BILLED UPON ARRIVAL on the customer site or at GigaKOM, whichever occurs first. Services/labor will be billed in milestones, the initial milestone will be billed at project commencement totaling up to 50% of the Service/ Labor price. Additional training or Professional Services can be provided at our standard rates.

Shipping charges may apply to all orders. Shipping Charges are estimates and will be billed at the actual amount if higher.
Payment Details Past due amounts subject to finance charges* Customer shall reimburse all costs incurred in collecting past due amounts* *See GigaKOM Standard Terms and Conditions.

For Clients that utilize USAC SLD funding, GigaKOM will, based on the agreement, invoice SLD for discounted portion. In case SLD denies payment or SLD does not pay within 90 days, the Client will be responsible for the full amount.
Thank you for your business

CABRILLO UNIFIED SCHOOL DISTRICT

498 Kelly Avenue, Half Moon Bay, California 94019 • 650 712-7100 • www.cabrillo.k12.ca.us

INTERIM SUPERINTENDENT
Dr. Ramon Miramontes

GOVERNING BOARD
Mary Beth Alexander
Peter Cerneka
Lizet Cortes
Carmen Daniel
Breanna Lafontaine

MEMORANDUM

MEETING DATE: April 24, 2025
TO: Members of the Governing Board
FROM: Jennifer Marsh, Chief Business Officer
CATEGORY: Consent/Action
ITEM TITLE: Approval of 2nd and 3rd Amendment to the March 2017 MOU with Boys & Girls Club of the Coastside

BACKGROUND INFORMATION

The Cabrillo Unified School District (CUSD) and the Boys and Girls Club of the Coastside (BGCC) have maintained a long-standing partnership to support the academic, athletic, and cultural enrichment of Coastside youth. Since the initial Memorandum of Understanding (MOU) signed in March 2017 regarding BGCC's use of the new gymnasium at 530 Kelly Avenue, BGCC has contributed significantly to the development and improvement of athletic facilities throughout the district.

REPORT/PROPOSAL

In light of evolving needs and in response to current budget challenges, CUSD and BGCC have mutually agreed to two amendments to the 2017 MOU that reaffirm their shared mission and further define their collaboration.

- The 2nd Amendment clarifies BGCC's continued coordination of community and school use of facilities at Cunha Intermediate School during after-school hours and weekends. It also defines the shared use of the tennis courts located on the Cunha campus.

- The 3rd Amendment addresses the shared use and maintenance of the Baseball Field Complex at Half Moon Bay High School. It outlines specific responsibilities for scheduling, custodial services, maintenance, and cost-sharing to ensure the efficient and equitable management of the facility.

These amendments reflect a continued commitment from both parties to maximize the use of public facilities for the benefit of the community and to maintain strong, collaborative operations that support student programs.

These amendments support the district's efforts to maintain collaborative partnerships that enhance youth services while effectively managing shared resources.

FISCAL ANALYSIS

The MOU does not have a fiscal impact on the General Fund.

RECOMMENDATION

Staff recommends approval of the 2nd and 3rd Amendment to March 2017 MOU with Boys & Girls Club of the Coastside.

Prepared by: *Holly Lynne*

2nd AMENDMENT TO MARCH 2017 MEMORANDUM OF UNDERSTANDING BETWEEN CABRILLO UNIFIED SCHOOL DISTRICT AND THE BOYS AND GIRLS CLUB OF THE COASTSIDE

This Agreement is made on this 24th day of April 2025 by and between the Cabrillo Unified School District ("District") and the Boys and Girls Club of the Coastside ("BGCC").

WHEREAS, the Boys and Girls Club of the Coastside ("BGCC") and the Cabrillo Unified School District ("District") have previously established a strong collaborative partnership to serve the academic, athletic, and cultural enrichment needs of San Mateo County Coastside youth; and

WHEREAS, the BGCC has contributed millions of dollars over the years toward the construction of multiple athletic facilities that benefit the District and the youth jointly served by the BGCC and the District, and these projects would not have been possible without the BGCC's contributions; and

WHEREAS, in March 2017, the BGCC and the District signed a Memorandum of Understanding "to memorialize the understanding and agreement of the Parties for the usage by BGCC of the new gymnasium located at 530 Kelly Avenue, Half Moon Bay, CA 94019 (the "2017 MOU")."; and

WHEREAS, the 2017 MOU stated "(a)ny changes, modifications, revisions or amendments to this MOU must be mutually agreed upon by the Parties and shall be incorporated in writing, and effective when executed and signed by all Parties"; and

WHEREAS, the BGCC and the District believe that amendments are now in order to best suit the aligned missions of both parties to serve San Mateo County Coastside youth; and

WHEREAS, the Boys and Girls of the Coastside and the Cabrillo Unified School District have worked together to agree to these amended terms in order to continue the offering of services to youth during a time of a significant budget shortfall for the school district;

NOW, THEREFORE, it is hereby mutually agreed between the District and the BCGC that the terms outlined below will now be incorporated as a whole as the First Amendment to the 2017 MOU.

1. Purpose

In partnership with CUSD, BGCC will coordinate the community and school usage of facilities at the District's Cunha Intermediate School (the "Cunha Campus") during after-school hours and on weekends.

2. Facilities

The facilities included in this agreement are as follows:

a. The Coastside Event Center located at 530 Kelly Avenue, Half Moon Bay, CA 94019

b. Tennis courts on the Cunha Campus (the "Tennis Courts")

c. School gymnasium on the Cunha Campus (the “Cunha Gym”)

d. Soccer complex on the Cunha Campus (the “Soccer Complex”)

3. Responsible Parties

The facilities will remain the property of the District. All required safety inspections, testing, and documentation will be the responsibility of the District. The District is to remain responsible for all aspects of fire alarms and fire suppression.

4. Custodial Care, Routine Maintenance, and Repairs of the Facilities

a. The District is responsible for all repairs and routine maintenance on the Cunha Gym.

b. BGCC is responsible for routine maintenance on the Soccer Complex and the Coastside Event Center.

c. BGCC will be responsible for minor repairs (with a general guideline being costs less than $2,500) to the Soccer Complex, Coastside Event Center, and Tennis Courts.

d. When major repairs (with a general guideline being costs more than $2,500) are needed for repairs to the Soccer Complex, Coastside Event Center, or the Tennis Courts, the Executive Director of BGCC and the Superintendent of the District t will designate staff to meet and collaborate on a viable approach to facilitate the work and schedule the payment for costs of the major repair work.

e. The District is responsible for paying all utilities (including electrical, water, internet, and security) for the facilities listed in Section 2 (the “Facilities”).

f. The District will pay for custodial supplies for upkeep of the Facilities.

g. BGCC is responsible for all costs related to the outdoor toilet (i.e., Port-a-Potty) at the Soccer Complex.

h. The District will schedule and pay custodial staff for work done on school days. The District will also schedule and pay for custodial staff on non-school days when the Facilities are used for District purposes on non-school days or non-school hours (e.g., high school basketball games).

i. BGCC will schedule and pay custodial staff for weekends during the school year and out-of-school time, including summer vacations and school holidays. The District will also schedule and pay for custodial staff on weekends during the school year and out-of-school time, including summer vacations and school holidays, when the Facilities are used for District purposes on weekends during the school year and out-of-school time on non-school days or non-school.

j. BGCC will pay all custodial costs for restrooms near the Soccer Complex with the understanding that these restrooms will be locked during the regular school day and will not be used by Cunha Intermediate School students during the regular school day. The District will pay these custodial costs when the restrooms are used for District purposes on non-school days or during non-school hours.

k. The parties understand that BGCC does not employ union-represented employees who nonetheless may require access to the Facilities.

5. Facility Usage and Scheduling

a. Scheduling the Facilities will be done using the District's Civic Permits software.

b. The District will host and maintain the license for the Civic Permits software.

c. The District will provide the required staff to manage the Civic Permits software.

d. During school hours (typically 8:00 a.m. to 3:00 p.m.) on school days, the Facilities will be exclusively for school use, with the exception of the one tennis court in the Tennis Complex that has been designated for public use.

e. Both BGCC and the District will approve all usage of the Facilities outside of school hours. If BGCC and the District do not both approve a permit request, the use will not be allowed.

f. Rental fees will be determined by the District's Facility Use Fee Schedule. This schedule will be reviewed by both parties annually and updated as necessary.

g. In the instance where a fee waiver has been requested by a party wishing to use one of the Facilities, BGCC must approve the fee waiver before it is granted.

h. The ~~District~~ **BGCC** will be responsible for invoicing for permit usage. All fees for permitted uses of the Facilities will be collected by the ~~District~~ **BGCC** in advance of use.

i. Monthly, BGCC will provide the District with a report that will include a summary of facility rentals.

j. Fees that are collected from permitted uses will be shared between BGCC and the District as such:

i. The District will retain monies needed to cover any personnel expenditures directly related to that specific rental event (i.e., custodial staff time). These expenses will be reviewed and discussed with BGCC in advance of the rental.

ii. The BGCC will retain all income from rental of the Facilities to BGCC for expenses incurred in operating Cunha Intermediate School after-school athletics program up to $100,000 in a given CUSD fiscal year.

iii. If, in any given District fiscal year, fees collected from permitted uses of the Facilities exceed $100,000 (the estimated current cost of the Cunha after-school athletics program), the amounts in excess of $100,000 will be shared in a ratio of ~~25~~ **50%** to the District and ~~75~~ **50%** to BGCC, representing their respective contributions to the original building costs of the Coastside Event Center.

k. BGCC will establish a protocol for checking use permits and take responsibility for checking such permits to protect the interests of both BGCC and the District. This does not preclude CUSD's work to also check and enforce facility permits.

l. BGCC will propose to the District how to handle violations of permit usage.

m. The District understands BGCC may consign the kitchen in the Coastside Event Center and/or the Snack Shack on the Soccer Complex to a third party to operate a food or beverage service as long as all jurisdictional regulations are honored.

6. Dispute Resolution

a. Annually, BGCC and the District will each assign a representative to monitor this MOU and its amendments. In the spirit of partnership, these representatives will work together to try to resolve any disputes in good faith and in a timely manner.

b. If a dispute cannot be resolved after consultation between the parties, BGCC and District representatives may work to consult with a neutral third party for resolution and otherwise will meet to amend this agreement as necessary before presenting amendments to the MOU to the governing boards of both parties.

This amendment to the agreement is effective upon the day and date last signed and executed by the duly authorized representatives of the Parties to this MOU and governs until it is amended. The Parties can renegotiate this MOU and its amendments upon written request from either party or by mutual consent.
It is understood by both parties that if, at a future date, these terms (known as Amendment 1) are cancelled, the original MOU of March 2017 still stands.

ACCEPTED AND AGREED

CABRILLO UNIFIED SCHOOL DISTRICT

BY: _____ DATED: _____
Board President

BY: _____ DATED: _____
Superintendent

BOYS AND GIRLS CLUB OF THE COASTSIDE

BY: _____ DATED: _____
Board President

BY: _____ DATED: _____
Executive Director

3rd AMENDMENT: ADDITION OF BASEBALL COMPLEX TO THE MEMORANDUM OF UNDERSTANDING BETWEEN CABRILLO UNIFIED SCHOOL DISTRICT AND BOYS AND GIRLS CLUB

WHEREAS, the Boys and Girls Club of the Coastside ("BGCC") and the Cabrillo Unified School District (the "District") have a strong and continuing partnership with the aim of collaboration in order to serve the academic, athletic, and cultural enrichment needs of San Mateo County Coastside youth; and

WHEREAS, the BGCC has contributed millions of dollars over the years toward the construction of multiple athletic facilities that benefit the District and the youth that the parties jointly serve, and these projects would not have been possible otherwise; and

WHEREAS, in March 2017, the BGCC and the District signed a Memorandum of Understanding "to memorialize the understanding and agreement of the Parties for the usage by BGCC of the new gymnasium located at 530 Kelly Avenue, Half Moon Bay, CA 94019" (the 2017 MOU) ; and

WHEREAS, in the Amendments section of the 2017 MOU, it stated "(a)ny changes, modifications, revisions or amendments to this MOU must be mutually agreed upon by the Parties and shall be incorporated in writing, and effective when executed and signed by all Parties"; and

WHEREAS, the BGCC and the District believe amendments are now in order to best suit the aligned missions of both parties to serve San Mateo County Coastside youth; and

WHEREAS, the BGCC and the District have worked together this year to agree to these amended terms in order to continue the offering of services to youth during a time of a significant budget shortfall for the District;

NOW, THEREFORE, it is hereby mutually agreed between the District and the BGCC that the agreements outlined below will now be incorporated as a whole as the Second Amendment to the 2017 MOU between the parties of that agreement.

1. Purpose:
   In partnership with the District, BGCC will coordinate the community and school usage of facilities at the Baseball Field Complex at Half Moon Bay High School ("HMBHS") during after-school hours and on weekends.

2. Facility included in this agreement:
   a. Baseball Field Complex at HMBHS, 1 Lewis Foster Drive, Half Moon Bay, CA 94019 (the "Baseball Field Complex")

3. Responsible Parties:
   The Baseball Field Complex will remain the property of the District. All required safety inspections, testing, and documentation will be the responsibility of the District. The District is to remain responsible for all aspects of fire alarms and fire suppression.

4. Custodial Care, Routine Maintenance, and Repairs:
   a. BGCC will be responsible for routine maintenance on the Baseball Field Complex.
   b. BGCC will be responsible for minor repairs (with a general guideline that costs less than $2,500) to the Baseball Field Complex.
   c. When major repairs (with a general guideline being repairs that cost more than $2,500)

are needed for repairs to the Baseball Field Complex, the Executive Director of BGCC and the Superintendent of the District will designate staff to meet and collaborate on a viable approach to facilitate the work and schedule the payment for costs of such work.
d. The District will pay for custodial supplies for the upkeep of the Baseball Field Complex.
e. The District will schedule and pay custodial staff for work done on school days.
f. BGCC will schedule and pay custodial staff for weekends during the school year and out-of-school time, including summer vacations and school holidays.
g. BGCC will pay all custodial costs for restrooms near the Baseball Field Complex with the understanding that these restrooms are locked during the regular school day and are not to be used by HMBHS students during the regular school day.
h. The exception to the framework outlined in Items 4e and 4f is when the Baseball Field Complex is being used for District purposes (e.g., high school baseball/softball games) on non-school days or during non-school hours. In these cases, the District will schedule and pay for custodial staff.

5. Usage and Scheduling
a. Scheduling will be done using the District's Civic Permits software.
b. The District will host and maintain the license for the Civic Permits software.
c. The District will provide the required staff to manage the Civic Permits software.
d. During school hours, on school days, the Baseball Field Complex is exclusively for school use.
e. Both BGCC and the District will approve all usage of the Baseball Field Complex outside of school hours. If both BGCC and the District do not approve a permit request, use will not be allowed.
f. Rental fees will be determined by the District Facility Use Fee Schedule. This schedule will be reviewed by both parties annually and updated as necessary.
g. In the instance where a fee waiver has been requested, both parties must approve of such before it is granted.
h. BGCC will be responsible for invoicing for permit usage. BGCC will collect all fees for permitted uses in advance.
i. BGCC will provide the District with a viewable monthly report that includes a summary of facility rentals.
j. Fees that are collected from permitted uses will be shared between BGCC and the District as such:
    i. The District will retain monies needed to cover any personnel expenditures directly related to that specific rental event.
    ii. The District will donate all remaining income of the Baseball Field Complex rentals to BGCC for expenses incurred in operating Cunha Intermediate School after-school athletics program up to $100,000 in a given District fiscal year.
    iii. If, in any given District fiscal year, fees collected from permitted uses exceed $100,000, the amounts in excess of $100,000 will be shared in a ratio of 25% to the District and 75% to BGCC.

6. Dispute Resolution
If a dispute cannot be resolved, BGCC and the District representatives may consult with a neutral third party to resolve it. Otherwise, they will meet to amend this agreement as necessary before presenting amendments to the governing boards of both parties.

This amendment is effective upon the date last signed by the duly authorized representatives of the Parties and governs until amended.

ACCEPTED AND AGREED

CABRILLO UNIFIED SCHOOL DISTRICT

BY: _____ DATED: _____

Board President

BY: _____ DATED: _____

Superintendent

BOYS AND GIRLS CLUB OF THE COASTSIDE

BY: _____ DATED: _____

Board President

BY: _____ DATED: _____

Executive Director

CABRILLO UNIFIED SCHOOL DISTRICT

498 Kelly Avenue, Half Moon Bay, California 94019 • 650 712-7100 • www.cabrillo.k12.ca.us

INTERIM SUPERINTENDENT
Dr. Ramon Miramontes

GOVERNING BOARD
Mary Beth Alexander
Peter Cerneka
Lizet Cortes
Carmen Daniel
Breanna Lafontaine

MEMORANDUM

MEETING DATE: April 24, 2025
TO: Members of the Governing Board
FROM: Dr. Ramon Miramontes, Interim Superintendent
James Barnes, Director of Student Services
CATEGORY: Consent/Action
ITEM TITLE: Approval of Williams Uniform Complaints Reports for Second and Third Quarters of the 2024–25 School Year (Education Code §35186)

BACKGROUND INFORMATION

In accordance with Education Code §35186, Williams complaints must be filed and resolved through the Uniform Complaint Procedures (UCP). These complaints address deficiencies in instructional materials, emergency or urgent facility conditions posing a threat to the health and safety of students or staff, and teacher vacancies or misassignments.

Complaints can be filed anonymously, and complainants who provide their identity are entitled to a response if requested. Schools are required to make complaint forms available for these purposes. However, complaints submitted in writing must still be accepted, even if not on the official form. Complaints should be filed with the principal or their designee.

Local governing boards are required to report quarterly to the San Mateo County Office of Education (SMCOE) on the nature and number of Williams complaints received. These reports are publicly presented during regular board meetings.

REPORT/PROPOSAL

For the **second quarter** of the 2024–25 school year, Cabrillo Unified School District initially reported one (1) Williams complaint. Upon further review of the complaint summary, it was determined that the issue did not meet the criteria for a Williams complaint. This correction was not reflected in the report submitted to the County. The corrected data is now being presented for Board approval and will be submitted along with the second quarter report to the SMCOE.

For the **third quarter** of the 2024–25 school year, the district received zero Williams complaints related to instructional materials, facility conditions, or teacher vacancies or misassignments.

FISCAL ANALYSIS

There is no financial impact on the General Fund.

RECOMMENDATION

Staff recommend the Governing Board approve the corrected second and third quarters reports on Williams Uniform Complaints, as required by Education Code §35186.

Prepared by: *Rosibel Acosta, Administrative Assistant to the Superintendent*

SAN MATEO COUNTY OFFICE OF EDUCATION

Excellence and Equity in Education

Quarterly Report –*Williams* Uniform Complaints
[Education Code § 35186]

District: Cabrillo Unified School District

Name & Title of Preparer: Rosibel Acosta, Administrative Assistant to the Superintendent

Quarter Reported: (check one)

- ☐ 1st Quarter: July 2024 through September 2024 – Due October 2024
- ☑ 2nd Quarter: October 2024 through December 2024 – Due January 2025
- ☐ 3rd Quarter: January 2025 through March 2025 – Due April 2025
- ☐ 4th Quarter: April 2025 through June 2025 – Due July 2025

Date for information to be reported publicly at governing board meeting: 04/24/2025

Please check the box that applies:

☑ No complaints were filed with any school in the district during the quarter indicated above.

☑ Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints. **Copies of the complaint and the district's written response will be submitted along with this report.**

General Subject Area	Number of Complaints Received	Number of Complaints Resolved	Number of Complaints Unresolved
Instructional Materials and Textbooks	0	0	0
Facility Conditions	0	0	0
Teacher Vacancy or Misassignment	0	0	0
TOTAL	0	0	0

Dr. Ramon Miramontes

Name & Signature of Superintendent

Date: _____

Sign and date the report ***after*** it is presented at your board meeting. Please submit the executed report to Systems for District Improvement via email at sdi@smcoe.org.

SAN MATEO COUNTY OFFICE OF EDUCATION

Excellence and Equity in Education

Quarterly Report –*Williams* Uniform Complaints
[Education Code § 35186]

District: Cabrillo Unified School District

Name & Title of Preparer: Rosibel Acosta, Administrative Assistant to the Superintendent

Quarter Reported: (check one)

- ☐ 1st Quarter: July 2024 through September 2024 – Due October 2024
- ☐ 2nd Quarter: October 2024 through December 2024 – Due January 2025
- ☑ 3rd Quarter: January 2025 through March 2025 – Due April 2025
- ☐ 4th Quarter: April 2025 through June 2025 – Due July 2025

Date for information to be reported publicly at governing board meeting: 04/24/2025

Please check the box that applies:

☑ No complaints were filed with any school in the district during the quarter indicated above.

☐ Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints. **Copies of the complaint and the district's written response will be submitted along with this report.**

General Subject Area	Number of Complaints Received	Number of Complaints Resolved	Number of Complaints Unresolved
Instructional Materials and Textbooks	0	0	0
Facility Conditions	0	0	0
Teacher Vacancy or Misassignment	0	0	0
TOTAL	0	0	0

Dr. Ramon Miramontes

Name & Signature of Superintendent

Date: _____

Sign and date the report ***after*** it is presented at your board meeting. Please submit the executed report to Systems for District Improvement via email at sdi@smcoe.org.

CABRILLO UNIFIED SCHOOL DISTRICT

498 Kelly Avenue, Half Moon Bay, California 94019 • 650 712-7100 • www.cabrillo.k12.ca.us

INTERIM SUPERINTENDENT
Dr. Ramon Miramontes

GOVERNING BOARD
Mary Beth Alexander
Peter Cerneka
Lizet Cortes
Carmen Daniel
Breanna Lafontaine

MEMORANDUM

MEETING DATE: April 24, 2025
TO: Members of the Governing Board
FROM: Dr. Ramon Miramontes, Interim Superintendent
CATEGORY: Consent/Action
ITEM TITLE: Approval of Governing Board Meeting Minutes

BACKGROUND INFORMATION

The Governing Board routinely reviews and approves minutes from all Regular and Special meetings to ensure accurate record-keeping.

REPORT/PROPOSAL

Included in this board packet are the unadopted minutes for the Governing Board's consideration:

Special Board Meeting – March 15, 2025
Regular Board Meeting – March 20, 2025
Special Board Meeting – April 5, 2025

FISCAL ANALYSIS

There is no impact to the General Fund with the approval of the meeting minutes.

RECOMMENDATION

Staff recommends the approval of the Governing Board meeting minutes as submitted.

Prepared by: *Rosibel Acosta, Administrative Assistant to the Superintendent*

Special Governing Board Meeting

(Draft) Meeting Minutes

CABRILLO UNIFIED SCHOOL DISTRICT

Saturday, March 15, 2025 at 6:00 PM

Cabrillo Unified School District, Boardroom

498 Kelly Avenue, Half Moon Bay, California 94019

1. OPENING ITEMS

a. Call Public Session to Order

President Daniel called the meeting to order at 8:10 a.m.

b. Roll Call / Quorum

A quorum of the Board was present.

Board Members Present:

- Carmen Daniel, President
- Lizet Cortes, Vice President (arrived at 8:45 a.m.)
- Peter Cerneka, Clerk
- Mary Beth Alexander, Member

Administrators Present:

- Dr. Ramon Miramontes, Interim Superintendent
- Jennifer Marsh, Chief Business Officer

c. Pledge of Allegiance

Interim Superintendent Dr. Miramontes led the Pledge of Allegiance.

d. Approval of the Agenda

Draft

A motion was made to approve the agenda as presented.

Moved by: Carmen Daniel
Seconded by: Mary Beth Alexander

Aye	Mary Beth Alexander, Peter Cerneka, and Carmen Daniel

Passed 3-0

Absences:
Lizet Cortes, Vice President (not present for the approval of the agenda; arrived at 8:45 a.m.)
Breanna Lafontaine, Member (absent for the duration of the meeting)

2. GENERAL BUSINESS

a. School Facilities Tour: Pilarcitos, La Costa, Hatch, Los Listos, Kings Mountain, Farallone View, Coral Reef Surplus, El Granada, HMBHS, and Cunha

The Governing Board conducted a School Facilities Tour on March 15, 2025, to observe facility conditions, discuss potential improvements, and assess current and future infrastructure needs.

3. CLOSING ITEMS

a. Adjournment of the Meeting

A motion was made to adjourn the March 15, 2025, Special Meeting at 1:25 p.m.

Moved by: Lizet Cortes
Seconded by: Carmen Daniel

Passed

Absences:
Peter Cerneka, Clerk (not present for Closing; left the meeting following the visit to Cunha Intermediate School)
Breanna Lafontaine, Member (absent for the duration of the

Draft

meeting)

Peter Cerneka, Clerk

Draft

Regular Governing Board Meeting

(DRAFT) Meeting Minutes

CABRILLO UNIFIED SCHOOL DISTRICT

Thursday, March 20, 2025 at 6:00 PM

Cunha Intermediate School Library Room, 600 Church Street, Half Moon Bay, California 94019

Video Recording on Pacific Coast TV YouTube Channel:

https://www.youtube.com/playlist?list=PLFUunuheJ0ZVRqCNQQy7IC-5fv3KEKlPr

1. OPENING ITEMS

a. Call Public Session to Order

President Daniel called the meeting to order at 6:01 p.m.

b. Roll Call / Quorum

A quorum of the Board was present.

Board Members Present:

- Carmen Daniel, President
- Lizet Cortes, Vice President
- Peter Cerneka, Clerk
- Breanna Lafontaine, Member
- Mary Beth Alexander, Member
- Jamie Bikle, Student Board Member, Half Moon Bay High School
- Martin Juarez, Student Board Members, Pilarcitos High School

Administrators Present:

- Dr. Ramon Miramontes, Interim Superintendent
- Jennifer Marsh, Chief Business Officer

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- Dr. Leticia Bhatia, Deputy Superintendent
- Bianca Forrester, Associate Superintendent

c. Pledge of Allegiance
Student Board Member Bikle led the Pledge of Allegiance

d. Approval of the Agenda
A motion was made to approve the agenda as presented.

Moved by: Mary Beth Alexander
Seconded by: Lizet Cortes

Amended

No vote was taken on the main motion due to a request for an amendment by Dr. Miramontes to remove Item 3i from the agenda.

A second motion was made to approve the agenda as amended.

Moved by: Mary Beth Alexander
Seconded by: Breanna Lafontaine

Aye Mary Beth Alexander, Peter Cerneka, Lizet Cortes, Carmen Daniel, and Breanna Lafontaine

Passed 5-0

2. SPOTLIGHT THE COASTSIDE WAY!

a. Celebrating Our Success

1. **Community Celebrations**

    a. Hatch Community Grant Volunteers

Paige Richards, Interim Principal, recognized the following community grant volunteers for their contributions to the school: Arcelia Hernandez, Engrasia Hernandez, Hiro Ellis, Victor Hernandez, Juliana Ruiz, Felipe Lopez, Nicole Picard, Reyna Padilla,

Draft

Pablo Oropeza, Patrice Crisostomo, Audrey Catuiza, Celia Sanchez, and Misty Veloso.

2. **Student Celebrations**

    a. Hatch Playworks Junior Coaches

Paige Richards, Interim Principal, recognized the following students for their participation in the Playworks Junior Coach program: Luca Sprotti, Owen Werner, Giselle Facundo, Adriel Acosta, Diego Vasquez, Skye Magnuson, Farrah Jackson, Abram Valdez Ruiz, Lulu Tollinrst, Luke Rosenthal, Eliza Lang, Lucio Hernandez, Santiago Perez-Guevara, Victoria Gallardo, Harrison Boettcher, Kalliah Villalobos-Sarabia, Tristan Banks, David Hernandez-Palma, Ryder Adam, and Julianna Locke.

    b. Half Moon Bay High School Girls Varsity Basketball Team

This item will be rescheduled and brought back at a future meeting.

b. Hatch Elementary Board Presentation (Presentation)

Supporting Documents/Attachments:

- Hatch Elementary School Slide Presentation.pdf

Paige Richards, Interim Principal, presented an overview of Hatch Elementary's recent achievements, student programs, and goals for continued improvement.

The Board received three (3) comments on this agenda topic during the in-person comment section:

- ***Chelsea Michelson*** expressed concern about ongoing principal turnover, encouraged the district to prioritize staff retention, and voiced support for current leadership to promote stability within the school community.

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- ***Kathleen Wall*** expressed pride in Hatch's community and staff, highlighted disparities in per-pupil spending compared to other schools, and urged the District to ensure equitable funding and support for Hatch.

- ***Lili Monroy*** spoke on behalf of the Hatch Blue Team, highlighting the challenges of administrative turnover and expressing support for current leadership, noting positive changes in student behavior, staff collaboration, and school climate.

c. Student Board Members Report

1. Half Moon Bay High School Student Board Member
   Student Board Member Bikle: shared updates from Half Moon Bay High School.

2. Pilarcitos High School Student Board Member
   Student Board Member Juarez: shared updates from Pilarcitos High School.

3. GENERAL BUSINESS

a. Approval of CUSD Second Interim Financial Report for Fiscal Year 2024-25

Supporting Documents/Attachments:

- Second Interim Slide Presentation.pdf
- 2024-2025 Second Interim Report.pdf

Dave Ron, Budget Advisory Committee Chair, shared highlights from the Budget Advisory Committee, noting improved financial transparency, discussions on right-sizing, and recent input on funding priorities such as compensation, academic support, and infrastructure.

A motion was made to approve the CUSD Second Interim Financial Report for Fiscal Year 2024-25, as presented.

Moved by: Lizet Cortes

Seconded by: Breanna Lafontaine

Draft

Aye	Mary Beth Alexander, Peter Cerneka, Lizet Cortes, Carmen Daniel, and Breanna Lafontaine

Passed 5-0

Preferential Vote:
Student Board Members Bikle and Juarez voted aye.

Note: Student Board Members Bikle and Juarez left the meeting at 7:05 p.m., following the presentation of this item.

b. Bond Construction Update (Presentation)

Supporting Documents/Attachments:

- Bond Construction Update Presentation.pdf

Roger Anchartechahar, Senior Project Manager from Vanir Construction Management, provided an update on the Measure M and S bond programs, detailing progress on modernization projects at Farallone View and El Granada Elementary Schools.

c. Approval of Bond Program Fiscal Project Director Position, Job Description, and Salary Placement (Action)

Supporting Documents/Attachments:

- Bond Program Fiscal Project Director Job Description.pdf

A motion was made to approve the Bond Program Fiscal Project Director Position, Job Description, and Salary Placement, as presented.

Moved by: Breanna Lafontaine

Seconded by: Carmen Daniel

Aye	Mary Beth Alexander, Peter Cerneka, Lizet Cortes, Carmen Daniel, and Breanna Lafontaine

Passed 5-0

Draft

Absences:

Jamie Bikle, Half Moon Bay High School, Student Board Member
Martin Juarez, Pilarcitos High School, Student Board Member

d. Approval of Board Resolution No. 08-2025 Certifying all Proceedings in the November 5, 2024, GO Bond Election (Action)

Supporting Documents/Attachments:

- Resolution 08-2025 Certifying All Proceedings in the November 5, 2024, GO Bond Election.pdf

A motion was made to approve Resolution 08-2025, as presented.

Moved by: Breanna Lafontaine
Seconded by: Mary Beth Alexander

Aye	Mary Beth Alexander, Peter Cerneka, Lizet Cortes, Carmen Daniel, and Breanna Lafontaine

Passed 5-0

Absences:

Jamie Bikle, Half Moon Bay High School, Student Board Member
Martin Juarez, Pilarcitos High School, Student Board Member

e. Approval of Resolution No. 09-2025 Authorizing the Issuance of Series A Bond Funds (Action)

Supporting Documents/Attachments:

- Resolution 09-2025 Authorizing the Issuance of Series A Bond Funds.pdf
- Bond Purchase Agreement (Draft).pdf
- Preliminary Official Statement (POS)_Revised.pdf

Update: The attachment titled *Preliminary Official Statement (POS)* was amended during the meeting and re-uploaded on March 21, 2025.

Draft

A motion was made to approve Resolution 09-2025, as presented.

Moved by: Peter Cerneka
Seconded by: Mary Beth Alexander

Aye	Mary Beth Alexander, Peter Cerneka, Lizet Cortes, Carmen Daniel, and Breanna Lafontaine

Passed 5-0

Absences:
Jamie Bikle, Half Moon Bay High School, Student Board Member
Martin Juarez, Pilarcitos High School, Student Board Member

f. Adoption of Resolution No. 10-2025 Appointing Measure M & S Facilities Bond & Parcel Tax Citizens' Oversight Committee to Oversee Measure K & Measure N (Action)

Supporting Documents/Attachments

- Resolution No. 10-2025 Appointing Measure M & S Facilities Bond & Parcel Tax Citizens' Oversight Committee to Oversee Measure K & Measure N.pdf

A motion was made to approve Resolution 10-2025, as presented.

Moved by: Mary Beth Alexander
Seconded by: Peter Cerneka

Aye	Mary Beth Alexander, Peter Cerneka, Lizet Cortes, Carmen Daniel, and Breanna Lafontaine

Passed 5-0

Absences:
Jamie Bikle, Half Moon Bay High School, Student Board Member
Martin Juarez, Pilarcitos High School, Student Board Member

Draft

g. Approval of Resolution No. 11-2025 Authorizing Filing of Applications for State Allocation Board Administered Programs (Action)

Supporting Documents/Attachments:

- Resolution 11-2025 Authorizing Filing of Applications for State Allocation Board Administered Programs.pdf

A motion was made to approve Resolution 11-2025, as presented.

Moved by: Peter Cerneka
Seconded by: Mary Beth Alexander

Aye	Mary Beth Alexander, Peter Cerneka, Lizet Cortes, Carmen Daniel, and Breanna Lafontaine

Passed 5-0

Absences:

Jamie Bikle, Half Moon Bay High School, Student Board Member
Martin Juarez, Pilarcitos High School, Student Board Member

h. Approval of Resolution No. 12-2025 TRAN Issuance and Maximum Amount Borrowing (Action)

Supporting Documents/Attachments:

- TRAN Information.pdf
- Resolution No. 12-2025 TRAN Issuance and Maximum Amount Borrowing.pdf
- TRAN Resolution Signature Pages.pdf

A motion was made to approve Resolution 12-2025 as presented.

Moved by: Peter Cerneka
Seconded by: Breanna Lafontaine

Aye	Mary Beth Alexander, Peter Cerneka, Lizet Cortes, Carmen Daniel, and Breanna

Draft

Lafontaine

Passed 5-0

Absences:

Jamie Bikle, Half Moon Bay High School, Student Board Member
Martin Juarez, Pilarcitos High School, Student Board Member

i. Discussion on Superintendent Search Process: Timeline (Discussion) - REMOVED

Superintendent Search Proposed Timeline.pdf

Note: This item was removed during the approval of the agenda

4. COMMUNICATIONS

a. Public Comments on Nonagenda or Consent Items
The Board received four (4) requests for comments on non-agenda topics or Consent Items during the in-person public comment session:

- ***Jill Jacobson***, Executive Director of the Boys and Girls Club, expressed support for the Verde contract and emphasized partnership, community input, and communication regarding district field renovation projects.

- ***Anna Anderhamp*** commented on Hatch leadership, highlighting recent experiences with site administration, community feedback shared during a PTO meeting, and concerns regarding past leadership transitions and staff turnover.

- ***Ruby Salazar,*** Senior Program Coordinator with Youth Leadership Institute, spoke in support of a proclamation to recognize April as Friday Night Live Month and described related youth-led activities and outcomes.

- ***Ann Mori*** provided an update on an upcoming summer

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swim program, including plans to add new classes, expand access for teens and adults, and support broad community participation**.**

The Board received six (6) comments on nonagenda topics or Consent Items via the Google Public Comment Request form. For access, please refer to the link provided below:

- https://drive.google.com/file/d/1AIKY9pRmcZM2ghhJfGgpQXX04XBhYUtf/view

b. Employee Organizations Report

1. Cabrillo Unified Teachers Association (CUTA) Representatives

John Carey, CUTA President, requested changes to the Board agenda structure, shared concerns regarding negotiations and communication with district leadership, referenced recent school evaluation findings, and commented on staff and community input related to Hatch Elementary administration.

2. California School Employee Association (CSEA) Representatives

Lisa Shick, CSEA Secretary, reported CSEA signed an MOU for classroom relocations and noted CSEA's intention to begin negotiations.

5. CONSENT AGENDA

Items listed under the Consent Agenda are of a routine nature and are not anticipated for Board discussion. The Superintendent recommends their approval. If any Board member requests the removal of an item from the consent agenda, it shall be taken off and individually considered as a regular agenda item. The Consent Agenda requires a motion, a second, and approval by a roll call vote. Each item approved by the Governing Board on the Consent Agenda is considered in full and adopted as recommended.

A motion was made to approve the Consent Agenda as presented.

Draft

Moved by: Mary Beth Alexander
Seconded by: Carmen Daniel

Aye	Mary Beth Alexander, Peter Cerneka, Lizet Cortes, Carmen Daniel, and Breanna Lafontaine

Passed 5-0

Absences:
Jamie Bikle, Half Moon Bay High School, Student Board Member
Martin Juarez, Pilarcitos High School, Student Board Member

a. Adoption of Proclamation Recognizing April 2025 as California Friday Night Live Month

Supporting Documents/Attachments

- California Friday Night Live Proclamation 2025.pdf

b. Ratification of Approval of Half Moon Bay High School Girls Basketball to Sacramento, California, March 14-15, 2025

c. Approval of Half Moon Bay High School Future Farmers of America to Sacramento, California, April 3-6, 2025

d. Approval of Half Moon Bay High School AVID to Southern California, April 14-16, 20

e. Approval of CUSD Summer School Services 2025

Supporting Documents/Attachments:

- CUSD Summer Programs 2025 Flyer.pdf

f. Approval of Certificated Personnel Report

g. Approval of Classified Personnel Report

h. Enrollment Report

Supporting Documents/Attachments:

- 2024-25 Enrollment Report Period 7.pdf

i. Approval of Warrant Register Report Processed

Supporting Documents/Attachments:

- 020125-022825 Warrant Register.pdf

Draft

j. Approval of Verde Design Field Turf Replacement Proposal

Supporting Documents/Attachments:

- Verde Design Field Turf Replacement Proposal.pdf

k. CUSD Transportation Plan

Supporting Documents/Attachments:

- CUSD Transportation Plan.pdf

l. Approval of Governing Board Meeting Minutes
Regular Meeting | Feb 27 2025 - Minutes - Html

6. GOVERNING BOARD REPORTS

a. Board Members

- ***Member Mary Beth Alexander*** provided an update on Legislative Action Week, highlighting CSBA's advocacy on Prop 98 funding, COLA, AB 218, workforce housing, and zero-emission school bus mandates. She encouraged attendance at an upcoming legislative event and welcomed communication from community members seeking to connect with her.

- ***Member Breanna Lafontaine*** shared updates from her involvement in the Environmental Sustainability Committee and Labor Management Initiative. She highlighted prom dress reuse efforts, discussions on sustainable practices, and community engagement. She also encouraged communication from the public and expressed her commitment to supporting students and staff.

- *President Carmen Daniel* did not provide a report.

- Clerk Peter Cerneka thanked the Hatch community for their engagement regarding school leadership. He acknowledged the personal impact of Board service on families and expressed appreciation for their support. He also shared a reminder about the upcoming Hatch auction event at San Benito this Saturday evening.

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- ***Vice President Lizet Cortes*** did not provide a report.

b. Superintendent Report

Interim Superintendent Dr. Ramon Miramontes congratulated the HMBHS girls basketball team and thanked staff for WASC Week and the Board for participating in a facilities tour. He also reflected on recent meetings with Hatch, ELAC, SIPA, and PTO communities, emphasizing responsiveness, communication, and continued outreach regarding the Hatch leadership transition.

7. CLOSED SESSION

a. Identification of Closed Session Topics of Discussion

b. Public Comments on Closed Session Items

c. Adjourn to Closed Session

The Board adjourned to Closed Session at 8:17 p.m.

1. **PUBLIC EMPLOYEE APPOINTMENT (Government Code § 54957)**
   Title: Superintendent

d. Adjourn Closed Session and Reconvene Open Session

The Board reconvened to Open Session at 9:17 p.m.

e. Report Action Taken in Closed Session

None.

8. CLOSING ITEMS

a. Adjournment of the Meeting

A motion was made to adjourn the March 20, 2025, Regular Meeting at 9:19 p.m.

Moved by: Breanna Lafontaine

Seconded by: Peter Cerneka

Aye Mary Beth Alexander, Peter Cerneka, Lizet

Draft

Cortes, Carmen Daniel, and Breanna Lafontaine

Passed 5-0

Peter Cerneka, Clerk

Draft

Special Governing Board Meeting

(DRAFT) Meeting Minutes

CABRILLO UNIFIED SCHOOL DISTRICT

Saturday, April 5, 2025 at 8:00 AM

Cabrillo Unified School District Boardroom, 498 Kelly Avenue, Half Moon Bay, California 94019

Video Recording on Pacific Coast TV YouTube Channel:

https://www.youtube.com/playlist?list=PLFUunuheJ0ZVRqCNQQy7IC-5fv3KEKlPr

1. OPENING ITEMS

a. Call Public Session to Order

President Daniel called the meeting to order at 8:28 a.m.

b. Roll Call / Quorum

A quorum of the Board was present.

Board Members Present:

- Carmen Daniel, President
- Lizet Cortes, Vice President (arrived at 8:30 a.m.)
- Peter Cerneka, Clerk
- Mary Beth Alexander, Member (via teleconference)

c. Pledge of Allegiance

President Daniel led the Pledge of Allegiance.

d. Approval of the Agenda

A motion was made to approve the agenda as presented.

Moved by: Carmen Daniel

Seconded by: Breanna Lafontaine

Draft

Aye Mary Beth Alexander, Peter Cerneka, Carmen Daniel, and Breanna Lafontaine

Passed 4-0

2. CLOSED SESSION

a. Identification of Closed Session Topics of Discussion

b. Public Comments on Closed Session Items

None.

c. Adjournment to Closed Session

The Board adjourned to Closed Session at 8:36 a.m.

1. **Public Employment Appointment** (Government Code §54957)
   Title: Superintendent

d. Adjournment of Closed Session and Reconvening to Open Session

The Board reconvened to Open Session at 3:29 p.m.

e. Report of Action Taken in Closed Session

President Daniel reported that the Board took action in closed session to select Dr. Ramon Miramontes as the finalist for the position of Superintendent.

Moved by: Carmen Daniel
Seconded by: Lizet Cortes

Aye Mary Beth Alexander, Peter Cerneka, Lizet Cortes, Carmen Daniel, and Breanna Lafontaine

Passed 5-0

3. CLOSING ITEMS

a. Adjournment of the Meeting

Draft

A motion was made to adjourn the March 15, 2025, Special Meeting at 3:32 p.m.

Moved by: Carmen Daniel
Seconded by: Peter Cerneka

Aye	Mary Beth Alexander, Peter Cerneka, Lizet Cortes, Carmen Daniel, and Breanna Lafontaine

Carried 5-0

Peter Cerneka, Clerk

Draft

CABRILLO UNIFIED SCHOOL DISTRICT

498 Kelly Avenue, Half Moon Bay, California 94019 • 650 712-7100 • www.cabrillo.k12.ca.us

INTERIM SUPERINTENDENT
Dr. Ramon Miramontes

GOVERNING BOARD
Mary Beth Alexander
Peter Cerneka
Lizet Cortes
Carmen Daniel
Breanna Lafontaine

MEMORANDUM

MEETING DATE: April 24, 2025
TO: Members of the Governing Board
FROM: Dr. Ramon Miramontes, Interim Superintendent
CATEGORY: Consent/Action
ITEM TITLE: Approval of Governing Board Policy Updates as Recommended by the California School Boards Association and CUSD Staff

BACKGROUND INFORMATION

The Cabrillo Unified School District (CUSD) participates in the California School Boards Association's (CSBA) Policy Online and Manual Maintenance Service. One important component of this optional service is that participating districts receive a quarterly "Policy Maintenance Report" to help keep Board policies up to date and fully compliant. Most often, the proposed changes are mandate-driven. In such instances, staff will suggest that the Board waive additional readings and adopt the suggested revisions via action.

When a quarterly maintenance review indicates 1) a need for a change in a policy that provides optional courses of action or 2) the need for a new policy to address a particular issue, staff may suggest that the Board engage in a first and second reading of the document prior to considering policy adoption.

REPORT/PROPOSAL

This month, the following Board Policies are provided for adoption. These Board documents have been reviewed by the appropriate staff and are submitted for your consideration. CUSD staff have further concluded that the proposed revisions reflect new laws, federal law compliance, and/or additional CSBA suggested wordsmithing that could be considered for adoption under consent items.

1. Policy 0420.4: Charter School Authorization
2. Policy 0420.41: Charter School Oversight
3. Policy 1340: Access to District Records
4. Policy 1431: Waivers
5. Policy 3580: District Records
6. Policy 3600: Consultants
7. Policy 4111: Recruitment And Selection
8. Policy 4112.2: Certification
9. Policy 4118: Dismissal/Suspension/Disciplinary Action
10. Policy 4119.1: Civil And Legal Rights
11. Policy 4140: Bargaining Units
12. Policy 4151 Employee Compensation
13. Policy 4157: Employee Safety
14. Policy 4211: Recruitment And Selection
15. Policy 4216: Probationary/Permanent Status
16. Policy 4218: Dismissal/Suspension/Disciplinary Action
17. Policy 4219.1: Civil And Legal Rights
18. Policy 4240: Bargaining Unions
19. Policy 4251: Employee Compensation
20. Policy 4257: Employee Safety

21. Policy 4311: Recruitment And Selection
22. Policy 4319.1: Civil And Legal Rights
23. Policy 4340: Bargaining Unions
24. Policy 4351: Employee Compensation
25. Policy 4357: Employee Safety
26. Policy 5125: Student Records
27. Policy 5145.13: Response to Immigration Enforcement
28. Policy 6170.1: Transitional Kindergarten
29. Bylaw 9323.2: Actions By The Board

FISCAL ANALYSIS

There is no financial impact to the General Fund associated with the approval of these updates.

RECOMMENDATION

Approve the Governing Board Policy updates as submitted.

Prepared by: *Rosibel Acosta, Administrative Assistant to the Superintendent*

CABRILLO UNIFIED SCHOOL DISTRICT
POLICY GUIDESHEET
April 24, 2025

Note: This guidesheet provides a brief summary of the policy revisions for this update.

Board Policy 0420.4 - Charter School Authorization

Policy updated to reference that, until January 1, 2025, the Governing Board is prohibited from approving a petition for the establishment of a new charter school offering nonclassroom-based instruction, and provide that a district under state receivership is not in a position to absorb the fiscal impact of a proposed charter school. Policy also updated to reference pending litigation brought by each of CSBA's Education Legal Alliance and Napa Valley Unified School District against the State Board of Education (SBE) regarding SBE's authority to reverse the denial of a charter school petition by making a determination that a board abused its discretion in denying the petition.

Board Policy 0420.41 - Charter School Oversight

Policy updated to reflect that the Governing Board may deny a request for an expansion that constitutes a material revision to a charter if the request to expand operations is demonstrably unlikely to serve the interests of the entire community in which the school is proposing to locate or the district is not in a position to absorb the fiscal impact of the proposed charter school, and to include a general reference to exemptions from the geographic boundary requirement that charter schools be located within the geographic boundaries of the authorizing district. Policy also updated to include that the district may charge the charter school for the actual costs of supervisorial oversight up to one percent of the charter school's revenue it the district provides the charter school with facilities and charges the charter school a pro-rata share of the facilities costs. Additionally, policy updated to reference additional components that must be included in the procedures specified in the charter for when a charter school ceases operation.

Board Policy 1340 - Access to District Records

Policy updated to delete material related to the copying of public records, as it is more appropriately placed in, and therefore moved to, the accompanying Administrative Regulation.

Board Policy 1431 - Waivers

Policy updated to reference NEW LAW (SB 114, 2023) which prohibits a waiver request for transitional kindergarten and kindergarten requirements provided for in specified Education Code sections. Policy also updated to provide that advertisement of the notice for the public hearing which is required prior to the Governing Board submitting a waiver request to the State Board of Education includes publishing it on the district's website.

Board Policy 3580 - District Records

Policy updated to include protection of records against damage, loss, or theft, which may be caused by cybersecurity breaches. Additionally, policy updated to require the Superintendent or designee to (1) ensure that employees receive information and training about cybersecurity, including ways to protect district records from breaches to the district's digital infrastructure, and (2) to report a cyberattack that impacts more than 500 students or personnel to the California Cybersecurity Integration Center. In addition, policy updated to clarify that if a breach in security of district records has resulted in the release of personal information that was either unencrypted, or encrypted under certain specified circumstances, the Superintendent or designee is required to notify individuals, as specified. Policy also updated to specify that records containing confidential address information of a participant in the Safe at Home program are required to be kept in a confidential location and not shared with the public.

Board Policy 3600 - Consultants

Policy updated to reflect NEW LAW (AB 2257, 2020) which recodifies the three-part test established in Dynamex Operations West, Inc. v. Superior Court of Los Angeles to determine whether a person providing services for remuneration should be classified as an employee or an independent contractor, and NEW LAWS (AB 2257 and AB 323, 2020) which establish exceptions to the use of the three-part test. Requirement to afford equal opportunity for contracts revised to add ethnicity and reflect NEW LAW (AB 3364, 2020) which changes the term "military and veteran status" to "veteran or military status."

Board Policy 4111 - Recruitment and Selection

Policy updated to reflect NEW GUIDANCE from the California Department of Education and the Commission on Teacher Credentialing related to the benefit to students when district staff reflects the racial, ethnic, linguistic and cultural diversity of the district, and when the district's recruitment and selection process seeks to establish and maintain a diverse staff. Additionally, policy updated to include that the pay scale for an open position be included in the job posting. In addition, policy updated to include that discrimination against a person in hiring based on the person's use of cannabis off the job and away from the workplace is prohibited, and reflect NEW LAW (SB 700, 2023) which prohibits the district from requesting information from an applicant related to the applicant's prior use of cannabis, apart from the person's criminal history, unless the district is otherwise legally permitted to consider or inquire about that information, In addition, policy updated to provide that the district retains the right to maintain drug-free schools and to prohibit employees from possessing, being impaired by, or using cannabis while on the job. Policy also updated to include that, in addition to Governing Board approval and district needs, the provision of incentives to recruit teachers be in accordance with any applicable collective bargaining agreement.

Board Policy 4112.2 - Certification

Policy updated to reference that the Commission on Teacher Credentialing (CTC) has adopted regulations to implement statutory changes to the subject matter competence requirements, add, to the first philosophical paragraph, demonstration of competency in the subject matter to be taught to the attributes of certificated staff, provide that the Governing Board is required to adopt an annual resolution that it has made reasonable efforts to recruit a fully prepared teacher before hiring, in accordance with a specified hiring hierarchy, a candidate who is not fully credentialed, clarify that the Board's obligation to take action to approve a notice of intent to employ a provisional internship permit does not require that the item be an action item, and add that the Declaration of Need specify each subject to be listed on the General Education Limited Assignment Single Subject Teaching Permits and the target language on Emergency Bilingual Permits.

Board Policy 4118 - Dismissal/Suspension/Disciplinary Action

Policy updated to reflect NEW COURT DECISION (Kennedy v. Bremerton School District), in which the U.S. Supreme Court held that the district's decision not to rehire a high school coach who refused to follow district direction to refrain from offering prayers openly in the presence of students after football games, violated the employee's free exercise and free speech rights. Policy also updated to include language formerly in AR that prohibits the disciplining of any employee for protecting a student who is exercising a free speech or press right.

Policy updated to generalize the material related to the basis for disciplinary action, and reflect NEW COURT DECISION (Visalia Unified School District v. PERB) which held that service as a union officer constitutes protected activity under the Educational Employment Relations Act for purposes of complaints of retaliation for union activities, and that retaliation solely for engaging in protected activities is prohibited. Additionally, policy updated to amend the list of what may be considered disciplinary actions to more closely align with law, and to add new section "Compulsory Leave of Absence" for consistency with law and the accompanying administrative regulation.

Board Policy 4119.1 – Civil and Legal Rights

Policy updated to reflect NEW COURT DECISION (Kennedy v. Bremerton School District), in which the U.S. Supreme Court held that the district's decision not to rehire a high school coach who refused to follow district direction to refrain from offering prayers openly in the presence of students after football games, violated the employee's free exercise and free speech rights. Policy also updated to include types of retaliation prohibited when an employee is acting solely to protect a student engaged in conduct authorized by Education Code 48907 (freedom of speech and press) or 48950 (speech and other communication), and clarify that an employee is prohibited from using official authority status or influence to attempt to intimidate, threaten, coerce, or command another employee for the purpose of interfering with that employee's right to disclose improper governmental activity.

Board Policy 4140– Bargaining Units

Policy updated to reflect NEW LAW (SB 270, 2021) which allows a district 20 days to cure a violation of the district's employee information disclosure obligation when the district is notified by an employee organization, and limits district opportunity to cure a violation that involves the provision of an inaccurate or incomplete list to three times in any 12-month period. Policy also updated to reflect NEW LAW (SB 191, 2022) which provides additional obligations for a district when an "inperson orientation" cannot be held by the district. Additionally,

policy updated to include heading change from “Access to Employee Orientations” to “Access to New Employee Orientations, and to clarify language in this section and in “Formation of Bargaining Unit” section.

Policy updated to align the definition of "management employee" with code language and to reference NEW LAW (SB 931, 2022) which provides that any district found by the Public Employment Relations Board to be in violation of the prohibition against deterring or discouraging district 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, may be subject to civil penalties of $1,000 for each affected employee, up to a maximum of $100,000 in total, and may be ordered to pay attorney's fees and costs to the employee organization. Policy also updated to specify that the Superintendent or designee may communicate with district employees regarding their rights to join and/or support an officially recognized employee organization or to refrain from joining or supporting an officially recognized employee organization, add applicable number of days for compulsory interest arbitration related to access to new employee orientation, expand the material regarding district requirements for new employee orientations that are applicable until June 30, 2025, reference NEW LAW (SB 1131, 2022) which extends the Safe at Home address confidentiality program to employees who face threats of violence, or violence or harassment from the public because of the employee's work for the district, and clarify language regarding information that should not be disclosed when an employee submits a written request to keep specified information private.

Policy updated to clarify use of "employee organization," "recognized employee organization," "exclusive representative," and "bargaining unit". Additionally, policy updated to clarify Public Employee Relations Board opinions regarding when a district may restrict the wearing of union buttons, insignia, or other pictorial or written messages by employees, when a district may limit an employee organization's ability to communicate with its members, and what constitutes "reasonable restrictions" by a district. In addition, policy updated to remove outdated material related to COVID-19, and reflect NEW LAW (AB 243, 2023) which extends the Safe at Home address confidentiality protection to victims of child abduction and members of their households. Policy also updated for clarity, precision, organization, and consistency.

Board Policy 4151 – Employee Compensation

Policy updated to add that for districts participating in the Classified School Employee Summer Assistance Program, eligible classified employees may elect to have up to 10 percent of the employee's monthly salary withheld and paid out during the summer recess in either one or two payments, and reflect NEW LAW (AB 185, 2022) which adds specific repayment procedures when a district has made a wage overpayment to a district employee.

Board Policy 4157 - Employee Safety

Policy updated to reference NEW LAW (SB 553, 2023) which requires, starting July 1, 2024, districts to establish, implement, and maintain at all times and in all work areas a workplace violence prevention plan with specified components.

Board Policy 4211 - Recruitment and Selection

Policy updated to reflect NEW GUIDANCE from the California Department of Education and the Commission on Teacher Credentialling related to the benefit to students when district staff reflects the racial, ethnic, linguistic and cultural diversity of the district, and when the district's recruitment and selection process seeks to establish and maintain a diverse staff. Additionally, policy updated to include that the pay scale for an open position be included in the job posting. In addition, policy updated to include that discrimination against a person in hiring based on the person's use of cannabis off the job and away from the workplace is prohibited, and reflect NEW LAW (SB 700, 2023) which prohibits the district from requesting information from an applicant related to the applicant's prior use of cannabis, apart from the person's criminal history, unless the district is otherwise legally permitted to consider or inquire about that information, In addition, policy updated to provide that the district retains the right to maintain drug-free schools and to prohibit employees from possessing, being impaired by, or using cannabis while on the job. Policy also updated to include that, in addition to Governing Board approval and district needs, the provision of incentives to recruit teachers be in accordance with any applicable collective bargaining agreement.

Board Policy 4216 – Probationary/Permanent Status

Reference to Education Code 45301.

Administrative Regulation 4218 - Dismissal/Suspension/Disciplinary Action

Regulation updated to move, from AR to BP, material which prohibits the disciplining of an employee for acting to protect a student's right to free speech or press, and to make clarifying changes throughout.

Policy updated to reflect NEW LAW (AB 2413, 2022) which prohibits a district from suspending, demoting, or dismissing a permanent classified employee who timely requests a hearing pending the outcome of that hearing.

Policy updated to generalize the material related to the basis for disciplinary action, and reflect NEW COURT DECISION (Visalia Unified School District v. PERB) which held that service as a union officer constitutes protected activity under the Educational Employment Relations Act for purposes of complaints of retaliation for union activities, and that retaliation solely for engaging in protected activities is prohibited. Additionally, policy updated to amend the list of what may be considered disciplinary actions to more closely align with law, and to add new section "Compulsory Leave of Absence" for consistency with law and the accompanying administrative regulation.

Board Policy 4219.1– Civil and Legal Rights

Policy updated to reflect NEW COURT DECISION (Kennedy v. Bremerton School District), in which the U.S. Supreme Court held that the district's decision not to rehire a high school coach who refused to follow district direction to refrain from offering prayers openly in the presence of students after football games, violated the employee's free exercise and free speech rights. Policy also updated to include types of retaliation prohibited when an employee is acting solely to protect a student engaged in conduct authorized by Education Code 48907 (freedom of speech and press) or 48950 (speech and other communication), and clarify that an employee is prohibited from using official authority status or influence to attempt to intimidate, threaten, coerce, or command another employee for the purpose of interfering with that employee's right to disclose improper governmental activity.

Board Policy 4240– Bargaining Units

Policy updated to reflect NEW LAW (SB 270, 2021) which allows a district 20 days to cure a violation of the district's employee information disclosure obligation when the district is notified by an employee organization, and limits district opportunity to cure a violation that involves the provision of an inaccurate or incomplete list to three times in any 12-month period. Policy also updated to reflect NEW LAW (SB 191, 2022) which provides additional obligations for a district when an "inperson orientation" cannot be held by the district. Additionally, policy updated to include heading change from "Access to Employee Orientations" to "Access to New Employee Orientations, and to clarify language in this section and in "Formation of Bargaining Unit" section.

Policy updated to align the definition of "management employee" with code language and to reference NEW LAW (SB 931, 2022) which provides that any district found by the Public Employment Relations Board to be in violation of the prohibition against deterring or discouraging district 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, may be subject to civil penalties of $1,000 for each affected employee, up to a maximum of $100,000 in total, and may be ordered to pay attorney's fees and costs to the employee organization. Policy also updated to specify that the Superintendent or designee may communicate with district employees regarding their rights to join and/or support an officially recognized employee organization or to refrain from joining or supporting an officially recognized employee organization, add applicable number of days for compulsory interest arbitration related to access to new employee orientation, expand the material regarding district requirements for new employee orientations that are applicable until June 30, 2025, reference NEW LAW (SB 1131, 2022) which extends the Safe at Home address confidentiality program to employees who face threats of violence, or violence or harassment from the public because of the employee's work for the district, and clarify language regarding information that should not be disclosed when an employee submits a written request to keep specified information private.

Policy updated to clarify use of "employee organization," "recognized employee organization," "exclusive representative," and "bargaining unit". Additionally, policy updated to clarify Public Employee Relations Board opinions regarding when a district may restrict the wearing of union buttons, insignia, or other pictorial or written messages by employees, when a district may limit an employee organization's ability to communicate with its members, and what constitutes "reasonable restrictions" by a district. In addition, policy updated to remove outdated material related to COVID-19, and reflect NEW LAW (AB 243, 2023) which extends the Safe at Home

address confidentiality protection to victims of child abduction and members of their households. Policy also updated for clarity, precision, organization, and consistency.

Board Policy 4251– Employee Compensation

Policy updated to add that for districts participating in the Classified School Employee Summer Assistance Program, eligible classified employees may elect to have up to 10 percent of the employee's monthly salary withheld and paid out during the summer recess in either one or two payments, and reflect NEW LAW (AB 185, 2022) which adds specific repayment procedures when a district has made a wage overpayment to a district employee.

Board Policy 4257 - Employee Safety

Policy updated to reference NEW LAW (SB 553, 2023) which requires, starting July 1, 2024, districts to establish, implement, and maintain at all times and in all work areas a workplace violence prevention plan with specified components.

Board Policy 4311 - Recruitment and Selection

Policy updated to reflect NEW GUIDANCE from the California Department of Education and the Commission on Teacher Credentialing related to the benefit to students when district staff reflects the racial, ethnic, linguistic and cultural diversity of the district, and when the district's recruitment and selection process seeks to establish and maintain a diverse staff. Additionally, policy updated to include that the pay scale for an open position be included in the job posting. In addition, policy updated to include that discrimination against a person in hiring based on the person's use of cannabis off the job and away from the workplace is prohibited, and reflect NEW LAW (SB 700, 2023) which prohibits the district from requesting information from an applicant related to the applicant's prior use of cannabis, apart from the person's criminal history, unless the district is otherwise legally permitted to consider or inquire about that information, In addition, policy updated to provide that the district retains the right to maintain drug-free schools and to prohibit employees from possessing, being impaired by, or using cannabis while on the job. Policy also updated to include that, in addition to Governing Board approval and district needs, the provision of incentives to recruit teachers be in accordance with any applicable collective bargaining agreement.

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Board Policy 4340 – Bargaining Units

Policy updated to reflect NEW LAW (SB 270, 2021) which allows a district 20 days to cure a violation of the district's employee information disclosure obligation when the district is notified by an employee organization, and limits district opportunity to cure a violation that involves the provision of an inaccurate or incomplete list to three times in any 12-month period. Policy also updated to reflect NEW LAW (SB 191, 2022) which provides additional obligations for a district when an "inperson orientation" cannot be held by the district. Additionally, policy updated to include heading change from "Access to Employee Orientations" to "Access to New Employee Orientations, and to clarify language in this section and in "Formation of Bargaining Unit" section.

Policy updated to align the definition of "management employee" with code language and to reference NEW LAW (SB 931, 2022) which provides that any district found by the Public Employment Relations Board to be in violation of the prohibition against deterring or discouraging district 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, may be subject to civil penalties of $1,000 for each affected employee, up to a maximum of $100,000 in total, and may be ordered to pay attorney's fees and costs to the employee organization. Policy also updated to specify that the Superintendent or designee may communicate with district employees regarding their rights to join and/or support an officially recognized

employee organization or to refrain from joining or supporting an officially recognized employee organization, add applicable number of days for compulsory interest arbitration related to access to new employee orientation, expand the material regarding district requirements for new employee orientations that are applicable until June 30, 2025, reference NEW LAW (SB 1131, 2022) which extends the Safe at Home address confidentiality program to employees who face threats of violence, or violence or harassment from the public because of the employee's work for the district, and clarify language regarding information that should not be disclosed when an employee submits a written request to keep specified information private.

Policy updated to clarify use of "employee organization," "recognized employee organization," "exclusive representative," and "bargaining unit". Additionally, policy updated to clarify Public Employee Relations Board opinions regarding when a district may restrict the wearing of union buttons, insignia, or other pictorial or written messages by employees, when a district may limit an employee organization's ability to communicate with its members, and what constitutes "reasonable restrictions" by a district. In addition, policy updated to remove outdated material related to COVID-19, and reflect NEW LAW (AB 243, 2023) which extends the Safe at Home address confidentiality protection to victims of child abduction and members of their households. Policy also updated for clarity, precision, organization, and consistency.

Board Policy 4351 – Employee Compensation

Policy updated to add that for districts participating in the Classified School Employee Summer Assistance Program, eligible classified employees may elect to have up to 10 percent of the employee's monthly salary withheld and paid out during the summer recess in either one or two payments, and reflect NEW LAW (AB 185, 2022) which adds specific repayment procedures when a district has made a wage overpayment to a district employee.

Board Policy 4357 - Employee Safety

Policy updated to reference NEW LAW (SB 553, 2023) which requires, starting July 1, 2024, districts to establish, implement, and maintain at all times and in all work areas a workplace violence prevention plan with specified components.

Board Policy 5125 - Student Records

Policy updated to include in the first philosophical paragraph disclosure of records in the list of administrative regulations the Superintendent or designee is required to establish. Additionally, policy updated to reflect NEW LAW (AB 801, 2024) which requires districts to provide documentation that a student has not been enrolled in the district for at least 60 days to the operator of a website, online service or application, or mobile application that has control of student records which contain covered information that is not subject to the California Consumer Privacy Act, if the student's parent/guardian or the student, if 18 years of age or older, requests deletion of such records. In addition, policy updated to reflect REVISED GUIDANCE from the California Attorney General related to responding to immigration enforcement in K-12 schools. Policy also updated to broaden the applicability of the prohibition against disclosure by deleting reference to "Superintendent or designee" and replacing with "district or district employee", and add the requirement that the Superintendent or designee develop protocols to comply with a court's restraining order that prohibits a party from accessing specified records and information pertaining to a student. Additionally, policy updated to add requirements related to the retention, disclosure, and security of student records, including that the Superintendent or designee (1) ensure the confidentiality of student records as required by law and establish processes and procedures to safeguard data against damage, loss, or theft, including damage, loss, or theft, which may be caused by the use of technology, including artificial intelligence, in the retention or disclosure of student records and breaches to the district's digital infrastructure, (2) ensure that employees receive information and training about cybersecurity, including ways to protect student records from breaches to the district's digital infrastructure, and (3) report a cyberattack to the California Cybersecurity Integration Center if the district experiences a cyberattack that impacts more than 500 students or personnel.

Board Policy 5145.13 - Response to Immigration Enforcement

Policy updated to reflect REVISED GUIDANCE from the California Attorney General related to responding to immigration enforcement in K-12 schools, including the prohibition against seeking or requiring information or documents, to the exclusion of other permissible information or documents, regarding the citizenship or immigration status of a student or the student's family members. Additionally, policy updated to incorporate language from the accompanying administrative regulation related to the prohibition against

using resources and data collected by the district to compile a list, registry, or database of individuals based on national origin, immigration status, religion, or other category of individual characteristics protected against unlawful discrimination.

Board Policy 6170.1 - Transitional Kindergarten

Policy updated to clarify that a child's eligibility for transitional kindergarten (TK) enrollment may not impact family eligibility for a preschool or childcare program and that the district may admit into the TK program a child whose fifth birthday is after the date specified for admittance for the applicable year provided that upon the recommendation of the Superintendent or designee, the Governing Board determines that enrollment in a TK program is in the child's best interest and the child's parents/guardians approve. Policy also updated to reflect NEW LAW (SB 141, 2023) which (1) requires a district that offers TK to early enrollment children to concurrently offer enrollment in a California State Preschool Program, if offered by the district and space permitting, and (2) requires any classroom that includes an early enrollment child to maintain a classroom enrollment that does not exceed 20 students and an adult-to-student ratio of at least one adult to every 10 students. Additionally, policy updated to include that average TK class size enrollment does not include students who are continuously enrolled in and meet the minimum day requirements for independent study for more than 14 school days in a school year.

Policy updated to reflect NEW LAW (AB 2268, 2024) which exempts students in transitional kindergarten (TK) from the requirement to be assessed in English listening and speaking for purposes of initial identification as an English learner, and NEW LAW (SB 153, 2024) which requires districts that commingle TK students and California State Preschool Program children in the same classroom to complete an observation using the Classroom Assessment Scoring System (CLASS) tool and CLASS environment tool.

Board Bylaw 9323.2 - Actions by the Board

Bylaw updated to add that the Governing Board may take action on a request by a Board member to participate by teleconference due to emergency circumstances if it is not on the posted agenda so long as there was not sufficient time to place it on the agenda. Additionally, bylaw updated to remove language related to the authority of the district attorney's office or an interested person to file a civil action asking the court to order the Board to stop or prevent a Brown Act violation and replace it with language requiring the district attorney's office or interested person to first present a demand to "cure and correct" the alleged violation and, when such occurs, for the Board to consult with legal counsel on if and how to respond.

Policy 0420.4: Charter School Authorization **Status:** DRAFT

Original Adopted Date: 12/08/2008 **| Last Revised Date:** 11/10/2022 **| Last Reviewed Date:** TBD

The Governing Board recognizes that charter schools may assist the district in offering diverse learning opportunities for students. In considering any petition to establish a charter school within the district, the Board shall give thoughtful consideration to the potential of the charter school to provide students with a high-quality education that enables them to achieve to their fullest potential.

One or more persons may submit a petition to the Board for a charter school to be established within the district or for the conversion of an existing district school to a charter school. (Education Code 47605)

Any petition for a charter school shall include all components, signatures, and statements required by law, as specified in the accompanying administrative regulation. The proposed charter shall be attached to the petition. (Education Code 47605)

The Superintendent or designee shall consult with legal counsel, as appropriate, regarding compliance of the charter petition with legal requirements.

The Superintendent or designee may work with charter school petitioners prior to the formal submission of the petition in order to ensure compliance of the petition with legal requirements. As needed, the Superintendent or designee may also meet with the petitioners to establish workable plans for contracted services which the district may provide to the proposed charter school.

The Board shall not require any district student to attend the charter school nor shall it require any district employee to work at the charter school. (Education Code 47605)

Timelines for Board Action

Within 60 days of receiving a charter petition, the Board shall hold a public hearing on the charter provisions, at which time the Board shall consider the level of support for the petition by **district** teachers, other district employees, and parents/guardians. A petition is deemed received on the day the petitioner submits a petition to the district office, along with a signed certification that the petitioner deems the petition to be complete. (Education Code 47605)

The Board shall either grant or deny the petition at a public hearing held within 90 days of receiving the petition, or within 120 days with the consent of both the petitioner and the Board. (Education Code 47605)

At least 15 days before the public hearing at which the Board will grant or deny the charter, the district shall publish all staff recommendations regarding the petition, including any recommended findings and, if applicable, certification from the County Superintendent of Schools regarding the potential fiscal impact of the charter school on the district. During the public hearing, the petitioners shall have equal time and opportunity to present evidence and testimony in response to the staff recommendations and findings. (Education Code 47605)

Approval of Petition

A charter petition shall be granted only if the Board is satisfied that doing so is consistent with sound educational practice and the interests of the community in which the school is proposing to locate. In granting charters, the Board shall consider the academic needs of the students the charter school proposes to serve and shall give preference to petitions that demonstrate the capability to provide comprehensive learning experiences for students who are identified by the petitioner as academically low-achieving, based on standards established by California Department of Education (CDE). (Education Code 47605)

Prior to authorizing any charter, the Board shall verify that the charter includes adequate processes and measures for monitoring and holding the school accountable for fulfilling the terms of its charter and complying with all applicable laws, including Education Code 47604.1. Such processes and measures shall include, but are not limited to, fiscal accountability systems, multiple measures for evaluating the educational program, inspection and observations of any part of the charter school, and regular reports to the Board.

The approval or denial of a charter petition shall not be controlled by collective bargaining agreements nor subject to review or regulation by the Public Employment Relations Board. (Education Code 47611.5)

The Board may approve one or more memoranda of understanding to clarify the financial and operational agreements between the district and the charter school. Any such memorandum of understanding shall be annually reviewed by the Board and charter school governing body and amended as necessary.

The Board may initially grant a charter for a specified term not to exceed five years. (Education Code 47607)

When a petition is approved by the Board, it shall be the responsibility of the petitioners to provide written notice of the Board's approval and a copy of the ~~charter~~ **petition** to the County Superintendent of Schools, ~~the~~ CDE, and the State Board of Education (SBE). (Education Code 47605)

Denial of Petition

The Board shall summarily deny any charter petition that proposes to:

1. Operate a charter school as or by a for-profit corporation, a for-profit educational management organization, or a for-profit charter management organization (Education Code 47604)

2. Convert a private school to a charter school (Education Code 47602)

3. Serve students in a grade level that is not served by the district, unless the petition proposes to serve students in all the grade levels served by the district (Education Code 47605)

4. Offer nonclassroom-based instruction (Education Code 47612.7)

Regarding all other charter petitions, the Board shall deny a petition only if the Board makes written factual findings specific to the petition that one or more of the following conditions exist: (Education Code 47605; 5 CCR 11967.5.1)

1. The charter school presents an unsound educational program that has a likelihood of physical, educational, or psychological harm to, or which is not likely to provide an educational benefit for, the students to be enrolled in the charter school.

2. The petitioners are demonstrably unlikely to successfully implement the program set forth in the petition.

3. The petition does not contain the number of signatures required.

4. The petition does not contain a clear, unequivocal statement described in Education Code 47605(e), including that the charter school will be nonsectarian and that the school shall not charge tuition or discriminate against any student based on the characteristics specified in Education Code 220.

5. The petition does not contain reasonably comprehensive descriptions of the charter provisions in Education Code 47605(c).

6. The petition does not contain a declaration as to whether ~~or not~~ the charter school shall be deemed the exclusive public employer of the school's employees for purposes of collective bargaining pursuant to Government Code 3540-3549.3.

7. The charter school is demonstrably unlikely to serve the interests of the entire community in which the school is proposing to locate. Analysis of this finding shall include consideration of the fiscal impact of the proposed charter school. A written factual finding shall detail specific facts and circumstances ~~regarding:~~ **that analyze and consider the following factors:**

   ~~1~~ **a.** The extent to which the proposed charter school would substantially undermine existing services, academic offerings, or programmatic offerings

~~2.~~ **b.** Whether the proposed charter school would duplicate a program currently offered within the district, when the existing program has sufficient capacity for the students proposed to be served within reasonable proximity to where the charter school intends to locate

8. The district is not positioned to absorb the fiscal impact of the proposed charter school. The district meets this criterion if it has a negative interim certification, ~~or~~ has a qualified interim certification and the County Superintendent certifies that approving the charter school would result in the district having a negative interim certification**, or is under state receivership**.

The Board shall not deny a petition based on the actual or potential costs of serving students with disabilities, nor shall it deny a petition solely because the charter school might enroll students with disabilities who reside outside the special education local plan area in which the district participates. (Education Code 47605.7, 47647)

Appeals

If the Board denies a petition, the petitioner may choose to submit the petition to the County Board of Education and, if then denied by the County Board, to SBE. (Education Code 47605)

At the request of the petitioner, the Board shall prepare the documentary record, including a transcript of the public hearing at which the Board denied the charter, no later than 10 business days after the petitioner makes the request. (Education Code 47605)

Within 30 days of receipt of an appeal submitted to SBE, the Board may submit a written opposition to SBE**, which may include supporting documentation,** detailing, with specific citations to the documentary record, how the Board did not abuse its discretion in denying the petition. (Education Code 47605)

If either the County Board or SBE remands the petition to the Board because the petition on appeal contains new or different material terms, the Board shall reconsider the petition and shall grant or deny the petition within 30 days. (Education Code 47605)

Policy 0420.41: Charter School Oversight **Status:** DRAFT

Original Adopted Date: 06/28/2012 | **Last Revised Date:** 11/10/2022 | **Last Reviewed Date:** TBD

The Governing Board recognizes its ongoing responsibility to oversee that any charter school authorized by the Board is successfully fulfilling the terms of its charter and is providing a high- quality educational program for students enrolled in the charter school.

The Superintendent or designee shall identify at least one staff member to serve as a contact person for each charter school authorized by the Board. (Education Code 47604.32)

The Superintendent or designee shall visit each charter school at least annually and may inspect or observe any part of a charter school at any time. (Education Code 47604.32, 47607)

The Superintendent or designated charter school contact shall attend meetings of the charter school governing body whenever possible and shall periodically meet with a representative of the charter school.

Waivers

If the charter school wishes to request a general waiver of any state law or regulation applicable to it, it shall request that the district submit a general waiver request to the State Board of Education (SBE) on its behalf. Upon approval of the Board, the Superintendent or designee shall submit such a waiver request to SBE on behalf of the charter school.

Provision of District Services

The charter school may purchase administrative or other services from the district or any other source. (Education Code 47613)

Whenever the district agrees to provide administrative or support services to a charter school, the district and the charter school shall develop a memorandum of understanding (MOU) which clarifies the financial and operational agreements between them.

At the request of a charter school, the Superintendent or designee shall create and submit any reports required by the State Teachers' Retirement System or Public Employees' Retirement System on behalf of the charter school. The district may charge the charter school for the actual costs of the reporting services, but shall not require the charter school to purchase payroll processing services from the district as a condition for creating and submitting these reports. (Education Code 47611.3)

Material Revisions to Charter

Material revisions to a charter may only be made with Board approval. Material revisions shall be governed by the same standards and criteria that apply to petitions for the authorization of charter schools as set forth in Education Code 47605 and shall include, but not be limited to, a reasonably comprehensive description of any new requirement for charter schools enacted into law after the
charter was originally granted or last renewed. (Education Code 47607)

The Board shall determine whether a proposed change in charter school operations would constitute a material revision of the approved charter.

If an approved charter school proposes to expand operations to one or more additional sites or grade levels, whether concurrently with or unrelated to a renewal, the charter school shall request a material revision to its charter and shall notify the Board of those additional locations or grade levels. The Board shall consider approval of the additional locations or grade levels at an open, **public** meeting. (Education Code 47605, 47607)

Pursuant to Education Code 47605, the Board may deny a request to expand operations if it finds that the proposed expansion would render the charter school demonstrably unlikely to serve the interests of the entire community in which the school is located or proposes to locate. In making this finding, the Board shall consider all of the following:

1. The fiscal impact of the proposed expansion on the district

2. The extent to which the expansion would substantially undermine existing services, academic offerings, or programmatic offerings

3. Whether the expansion would duplicate a program currently offered within the district that has sufficient capacity for the students proposed to be served

Additionally, pursuant to Education Code 47605, the Board may deny a request to expand charter school operations if it finds that the district is not positioned to absorb the fiscal impact of the proposed charter school expansion. The Board shall make this finding if the district has a qualified interim certification pursuant to Education Code 42131 and the County Superintendent of Schools, in consultation with the County Office Fiscal Crisis and Management Assistance Team, certifies that approving the charter school would result in the district having a negative interim certification pursuant to Education Code 42131, or if the district has a negative interim certification pursuant to Education Code 42131, or is under state receivership.

Location of Charter Schools

Except when permitted to operate outside district boundaries pursuant to Education Code 47605 and 47605.1, a charter school shall be located within district boundaries. (Education Code 47605.1)

Monitoring Charter School Performance

Any charter school authorized by the Board shall be monitored by the Superintendent or designee to determine whether the charter school complies with all legal requirements applicable to charter schools, including all reports required of charter schools by law, as specified in Education Code 47604.32. Any violations of law shall be reported to the Board.

The Board shall monitor each charter school to determine whether it is achieving the measurable student outcomes set forth in the charter, both schoolwide and for each numerically significant student subgroup served by the school as defined in Education Code 52052. This determination shall be based on the measures specified in the approved charter and any applicable MOU, and on the charter school's annual review and assessment of its progress toward the goals and actions identified in its local control and accountability plan (LCAP), as reported in the California School Dashboard.

The Board shall monitor the fiscal condition of the charter school based on any financial report or information obtained from the charter school, including, but not limited to, the charter school's preliminary budget, LCAP and annual update of the charter school's LCAP, first and second interim financial reports, and final unaudited report for the full prior year. (Education Code 47604.32, 47604.33, 47606.5)

Fees/Charges for Supervisorial Oversight

The district may charge for district supervisorial oversight as follows: (Education Code 47613; 5 CCR 11969.7)

1. Actual costs up to one percent of the charter school's revenue ~~if~~.

2. Actual costs up to three percent of the charter school's revenue if the district provides the charter school substantially rent-free facilities

~~1.~~ If the district provides the charter school with facilities under Education Code 47614 and charges the charter school a pro-rata share of the facilities ~~cost~~ costs calculated pursuant to 5 CCR 11969.7, the district may only charge the charter school for the actual costs of supervisorial oversight up to one percent of the charter school's revenue.

~~2. Actual costs up to three percent of the charter school's revenue if the district provides the charter school substantially rent-free facilities~~

3. Actual costs if the district is assigned supervisorial oversight responsibility for the charter school by SBE when authorized on appeal

Technical Assistance/Intervention

Whenever a charter school is identified for technical assistance based on the performance of one or more numerically significant student subgroups on SBE-established criteria, the charter school shall receive technical assistance from the County Superintendent ~~of Schools~~. Such technical assistance shall be focused on building the charter school's capacity to develop and implement actions and services responsive to student and community needs, including, but not limited to, any of the following: (Education Code 47607.3)

1. Assisting the charter school to identify its strengths and weaknesses in regard to the state priorities applicable to the charter school pursuant to Education Code 47605.**(c).** This shall include working collaboratively with the charter school to review performance data on the state and local indicators included in the California School Dashboard and other relevant local data and to identify effective, evidence-based programs or practices that address any areas of weakness.

2. Working collaboratively with the charter school to secure assistance from an academic, programmatic, or fiscal expert or team of experts to identify and implement effective programs and practices that are designed to improve performance in any areas of weakness identified by the charter school. Another service provider, including, but not limited to, a school district, county office of education, or charter school, may be solicited to act as a partner to the charter school in need of technical assistance.

3. Obtaining from the charter school timely documentation demonstrating that it has completed the activities described in Items #1 and 2 or substantially similar activities, or has selected another service provider to work with the charter school to complete the activities described in Items #1 and 2 or substantially similar activities, and ongoing communication with the Board to assess the charter school's progress in improving student outcomes.

In addition, if, in three out of four consecutive school years, a charter school fails to improve outcomes for three or more numerically significant student subgroups, or for all of the student subgroups if the school has fewer than three subgroups, in regard to one or more state or school priorities identified in the charter, the County Superintendent may request that the Superintendent of Public Instruction (SPI), with SBE approval, assign the California Collaborative for Educational Excellence to provide advice and assistance to the charter school pursuant to Education Code 52074. (Education Code 47607.3; 52072)

In accordance with law, the Board may deny a charter school's renewal petition or may revoke a charter based on the charter school's poor performance, especially with regard to inadequate academic achievement of all numerically significant subgroups of students served by the charter school. **(Education Code 47607, 47607.2)**

Complaints

Each charter school shall establish and maintain policies and procedures in accordance with the uniform complaint procedures as specified in 5 CCR 4600-4670 to enable any person alleging the school's noncompliance with Education Code 47606.5 or 47607.3 to file a complaint with the charter school. (Education Code 52075)

A complaint may be filed anonymously if the complaint provides evidence or information leading to evidence to support an allegation of noncompliance. A complainant who is not satisfied with the decision may appeal the decision to the SPI. (Education Code 52075)

If the charter school finds merit in the complaint or the SPI finds merit in an appeal, a remedy shall be provided to all affected students and parents/guardians. (Education Code 52075)

School Closure

In the event that the Board revokes or denies renewal of a charter or the charter school ceases operation for any reason, the Superintendent or designee shall, when applicable in accordance with the charter and/or an MOU,

provide assistance to facilitate the transfer of the charter school's former students and to finalize financial reporting and close-out of the charter school.

The Superintendent or designee shall provide notification to the California Department of Education, within 10 calendar days of the Board's action, if renewal of a charter is denied, a charter is revoked, or a charter school will cease operation for any reason. Such notification shall include, but not be limited to, a description of the circumstances of the closure, the effective date of the closure, and the location of student and personnel records. (Education Code 47604.32; 5 CCR 11962.1)

Policy 1340: Access To District Records

Status: DRAFT

Original Adopted Date: 02/12/2009 **| Last Revised Date:** 04/13/2023 **| Last Reviewed Date:** TBD

The Governing Board recognizes the right of members of the public to have access to public records of the district. The district shall provide any person reasonable access to the public records of the schools and district during normal business hours and within the requirements of law. Public access shall not be given to records listed as exempt from public disclosure in the California Public Records Act and other state or federal law.

In response to a public records request, the Superintendent or designee shall make reasonable efforts to locate the requested records, including, but not limited to, any electronic communication substantively related to the records, such as email, text messages, instant messages, and other electronic communications, regardless of whether they are transmitted through a district-provided device or account or through an employee's or Board member's personal device or account.

The district may charge for copies of public records or other materials requested by individuals or groups, ~~unless they are using their own personal equipment to reproduce the record. The charge shall be based on actual costs of duplication, as determined by the Superintendent or designee and as specified~~ in **accordance with law and as specified in the accompanying** administrative regulation.

In order to help maintain the security of district records, members of the public granted access shall examine records in the presence of a district staff member.

Policy 1431: Waivers

Status: DRAFT

Original Adopted Date: 12/11/2008 | **Last Revised Date:** 03/09/2023 | **Last Reviewed Date:** TBD

The Governing Board recognizes that circumstances may arise in the operation of the district that require a waiver from state law or regulation. When it is in the interest of district students, the Board may request that the State Board of Education (SBE) waive any provision of state law or regulation which SBE has authority to waive pursuant to Education Code 33050.

Any waiver request to be submitted to SBE shall first be approved by the Board. The Superintendent or designee shall ensure that each proposed waiver request includes all information necessary for the Board to analyze the need for the waiver and make an informed decision.

If the proposed waiver request affects a program that requires the existence of a school site council, the Superintendent or designee shall obtain the school site council's approval of the request before presenting it to the Board. As appropriate, other councils or advisory committees, including bilingual advisory committees, shall be provided adequate opportunity to review a proposed waiver request, and the request shall include a written summary of any objections to the request by the councils or advisory committees. (Education Code 33051)

In addition, the Superintendent or designee shall consult with the exclusive representative of district employees in the development of the waiver request, and shall include in the request the exclusive representative's position regarding the waiver. (Education Code 33050, 33051)

A request for a waiver related to a regional occupational center or program operated by a joint powers agency shall be submitted as a joint waiver request with other participating school districts upon approval of a unanimous vote of the governing board of the joint powers agency. (Education Code 33050)

To receive public testimony on each proposal for a waiver request, the Board shall hold a properly noticed public hearing during a Board meeting. (Education Code 33050)

The notice, which shall state the time, date, location, and subject of the public hearing and invite public testimony, ~~may~~ **shall** be printed in a newspaper of general circulation ~~and/or~~, posted at each school and three public places in the district, **or published on the district's website**.

SBE may also rescind a waiver if additional information supporting a recession is made available to SBE.
If the district determines that a waiver is needed for more than one year, the Board shall reapply to SBE. When the Board has requested and received the same general waiver from SBE for two consecutive years, the Board does not subsequently need to reapply annually provided that the information contained on the request remains current, except that the district shall apply annually for the renewal of any waiver regarding teacher credentialing. (Education Code 33051)

Policy 3580: District Records

Status: DRAFT

Original Adopted Date: 12/11/2008 | **Last Revised Date:** 05/11/2017 | **Last Reviewed Date:** TBD

The Governing Board recognizes the importance of securing and retaining district documents. The Superintendent or designee shall ensure that district records are developed, maintained, and disposed of in accordance with law, Board policy, and administrative regulation.

The Superintendent or designee shall consult with district legal counsel, site administrators, district information technology staff, personnel department staff, and others as necessary to develop a secure document management system that provides for the storage, retrieval, archiving, and destruction of district documents, including electronically stored information such as email. This document management system shall be designed to comply with state and federal laws regarding security of records, record retention and destruction, response to "litigation hold" discovery requests, and the recovery of records in the event of a disaster or emergency.

The Superintendent or designee shall ensure the confidentiality of records as required by law and shall establish regulations to safeguard data against damage, loss, or theft**, including damage, loss, or theft which may be caused by cybersecurity breaches**.

The Superintendent or designee shall ensure that employees receive information about the district's document management system, including retention and confidentiality requirements and an employee's obligations in the event of a litigation hold ~~established on the advice of legal counsel~~ **or California Public Records Act request established on the advice of legal counsel. Additionally, the Superintendent or designee shall ensure that employees receive information and training about cybersecurity, including ways to protect district records from breaches to the district's digital infrastructure**.

If the district discovers or is notified that a breach ~~of~~ **in the** security of district records ~~containing unencrypted~~ **has resulted in the release of** personal information ~~has occurred~~, the Superintendent or designee shall notify every individual whose personal information was, or is reasonably believed to have been, acquired by an unauthorized person**, if that information was either unencrypted or encrypted under the circumstances specified in Civil Code 1798.29**. **"**Personal information**"** includes, but is not limited to, a social security number, driver's license or identification card number, medical information, health insurance information, or an account number in combination with an access code or password that would permit access to a financial account. (Civil Code 1798.29)

The Superintendent or designee shall provide the notice in a timely manner either in writing or electronically, unless otherwise provided in law. The notice shall include the material specified in Civil Code 1798.29, be formatted as required, and be distributed in a timely manner, consistent with the legitimate needs of law enforcement to conduct an uncompromised investigation or any measures necessary to determine the scope of the breach and restore reasonable integrity of the data system. (Civil Code 1798.29)

If the district experiences a cyberattack that impacts more than 500 students or personnel, the Superintendent or designee shall report the cyberattack to the California Cybersecurity Integration Center. (Education Code 35266)

Safe at Home Program

District public records shall not include the actual addresses of students, parents/guardians, or employees when a substitute address is designated by the Secretary of State pursuant to the Safe at Home program. (Government Code 6206, 6207)

When a substitute address card is provided pursuant to this program, the confidential, actual address may be used only to establish district residency requirements for enrollment and for school emergency purposes.

Records containing a participant's confidential address information shall be kept in a confidential location and not shared with the public.

Policy 3600: Consultants **Status:** DRAFT

Original Adopted Date: 12/11/2008 | **Last Revised Date:** TBD | **Last Reviewed Date:** TBD

The Governing Board authorizes the use of consultants **and other independent contractors** to provide expert professional advice or specialized technical or training services which are not needed on a continuing basis and which cannot be provided by district staff because of limitations of time, experience, or knowledge. Individuals, firms, or organizations employed as ~~consultants~~ **independent contractors** may assist management with decisions and/or project development related to financial, economic, accounting, engineering, legal, administrative, instructional, or other matters.

As part of the contract process, the Superintendent or designee shall determine~~, in accordance with Internal Revenue Service guidelines,~~ that the ~~consultant~~ **individual, firm, or organization** is properly classified as an independent contractor.

A person~~, firm, or organization~~ providing labor or services for remuneration shall be considered an employee rather than an independent contractor unless the district is able to demonstrate that all of the following conditions have been met: (Labor Code ~~2750.3~~ 2775)

1. The person ~~or entity~~ is free from the control and direction of the district in connection with the performance of the work.

2. The person ~~or entity~~ is performing work that is outside the usual course of the district providing educational services.

3. The person ~~or entity~~ is customarily engaged in an independently established trade, occupation, or business of the same nature as the work to be performed.

~~Specific statutory exceptions to this analysis for the determination of whether a person, firm, or organization is an independent contractor may apply. (Labor Code 2750.3)~~ **The determination of whether an individual acting as a sole proprietor or a firm or other business organization is an independent contractor shall be made in accordance with Labor Code 2775-2785, as applicable.**

~~District employees who perform extra-duty consultant services shall not be retained as independent contractors. They shall be considered employees for all purposes, even if the additional services are not related to their regular duties.~~

~~The Superintendent may bring consultant contracts to the Board for ratification.~~ **All consultant contracts shall be brought to the Board for approval.**

~~The district shall not contract for consulting services that can be performed without charge by a public agency or official unless these services are unavailable from the public source for reasons beyond the district's control.~~

All qualified ~~firms or resource persons~~ **independent contractors** shall be accorded equal opportunity for ~~consultant~~ contracts regardless of **actual or perceived** race, ~~creed,~~ **ethnicity,** color, ~~gender, national or ethnic origin, age or disability.~~ **national origin, ancestry, age, religious creed, marital status, pregnancy, physical or mental disability, medical condition, genetic information, ~~military and~~ veteran or military status, sex, sexual orientation, gender, gender identity, gender expression, immigration status, or association with a person or group with one or more of these actual or perceived characteristics. (Education Code 220; Government Code 12940)**

Independent contractors ~~applying for a consultant contract~~ shall submit a written conflict of interest statement disclosing financial interests as determined necessary by the Superintendent or designee, depending on the range of duties to be performed by the consultant. The Superintendent or designee shall consider this statement when deciding whether to recommend ~~the consultant's employment~~ **approval of the contract**.

Any consultant hired by the district who is subject to the filing requirements in the district's conflict of interest code shall file a Statement of Economic Interests within the time period required by law. (Government Code 87302)

When employees of a public university, county office of education**,** or other public agency serve as consultant**s** or ~~resource persons~~ **independent contractors in other capacities** for the district, they shall certify as part of the ~~consultant~~ agreement that they will not receive salary or remuneration other than vacation pay from any other public agency for the specific days when they work for ~~this~~ **the** district.

The Board prohibits the harassment of an independent contractor by any district employee or by any other person with whom the independent contractor comes in contact during the course of employment with the district. Additionally, the Board prohibits the harassment of a district employee by an independent contractor. Any complaint of harassment shall be investigated and resolved in accordance with applicable district complaint procedures. (Government Code 12940)

Policy 4111: Recruitment And Selection

Status: DRAFT

Original Adopted Date: 12/11/2008 | **Last Revised Date:** 06/07/2018 | **Last Reviewed Date:** TBD

The Governing Board is committed to employing suitable, qualified individuals to effectively carry out the district's vision, mission, and goals**, and believes that students benefit when district staff reflects the racial, ethnic, linguistic, and cultural diversity of the district.**

The Superintendent or designee shall develop equitable, fair, and transparent recruitment and selection processes and procedures ~~which~~ **that** ensure ~~that employees~~ **individuals** are selected **for employment in the district** based on demonstrated knowledge, skills, and competence and not on any bias, personal preference, or unlawful discrimination.

Additionally, the Superintendent or designee shall, through the recruitment and selection processes and procedures, seek to establish and maintain a diverse staff, including the active recruitment from institutions and organizations that serve populations underrepresented among district employees.

When a vacancy occurs, the Superintendent or designee shall review**, as appropriate,** the job description for the position to ensure that it accurately describes the major functions and duties of the position. ~~He/she~~ **The Superintendent or designee** shall also disseminate job announcements to ensure a wide range of candidates.

When posting an employment opportunity, the Superintendent or designee shall include the pay scale for the open position. (Labor Code 432.2)

~~The district's selection procedures shall include screening processes, interviews, observations, and recommendations from previous employers.~~ **The Superintendent shall develop** and ~~observations when~~ **maintain** appropriate~~, as necessary~~ **hiring procedures** to identify the best possible ~~candidate~~ **candidates** for a position.

~~The Superintendent or designee may establish~~ **In doing so,** an interview committee **may be established** to rank candidates and recommend finalists. During job interviews, applicants may be asked to describe or demonstrate how they will be able to perform the duties of the job. All discussions and recommendations shall be confidential ~~in accordance~~ **and consistent** with law.

No inquiry shall be made ~~with regard to any category of discrimination~~ **about any information** prohibited by state or federal **nondiscrimination** law**s**.

Unless otherwise provided for in law, the district may not discriminate against a person in hiring based on the person's use of cannabis off the job and away from the workplace, including that the district may not request information from an applicant related to the applicant's prior use of cannabis, apart from the applicant's criminal history, or penalize an applicant based on a drug screening which finds that the applicant has nonpsychoactive cannabis metabolites in the applicant's hair, blood, urine, or other bodily fluid. (Government Code 12954)

However, the district retains the right to maintain drug-free schools or prohibit employees from possessing, being impaired by, or using cannabis while on the job. (Government Code 12954)

The Superintendent or designee shall not inquire, orally or in writing, ~~in regard to~~ **about** an applicant's salary history information, including compensation and benefits. ~~He/she~~ **Additionally, the Superintendent or designee** shall ~~also~~ not rely on salary history information as a factor in determining whether to offer employment to an applicant or the salary to offer. However, the Superintendent or designee may consider salary information that is disclosable under state or federal law or that the applicant discloses voluntarily and without prompting. ~~Upon request, the Superintendent or designee shall provide the applicant the pay scale for the position to which he/she is applying.~~ (Labor Code 432.3)

For each position, the Superintendent or designee shall present to the Board one candidate who meets all qualifications established by law and the Board for the position. No person shall be employed by the Board without the recommendation or endorsement of the Superintendent or designee.

Incentives

With Board approval and in accordance with district needs **and any applicable collective bargaining agreements**, the district may provide incentives to recruit teachers, administrators, or other employees, such as signing bonuses, assistance with beginning teacher induction and/or credential costs, mentoring, additional compensation, and/or subsidized housing.

Policy 4112.2: Certification

Status: DRAFT

Original Adopted Date: 02/12/2009 | **Last Revised Date:** 03/11/2021 | **Last Reviewed Date:** TBD

The Governing Board recognizes that the district's ability to provide a high-quality educational program is dependent upon the employment of certificated staff who are adequately prepared and have demonstrated proficiency in basic skills and competency in the subject matter to be taught.

The Superintendent or designee shall ensure that persons employed to fill positions requiring certification qualifications possess the appropriate credential, permit, or other certification document from the Commission on Teacher Credentialing (CTC) and fulfill any additional state, federal, or district requirements for the position.

The Superintendent or designee shall provide assistance and support to teachers holding preliminary credentials to enable them to meet the qualifications required for the clear credential.

Priorities for Hiring Based on Unavailability of Credentialed Teacher

The Superintendent or designee shall make reasonable efforts to recruit a fully prepared teacher who is authorized in the subject or setting for each assignment or, when necessary, a fully prepared teacher serving on a local assignment option. Whenever a teacher with a clear or preliminary credential is not available, and the Board adopts a resolution that it has made reasonable efforts to recruit a fully prepared teacher for the assignment, the Superintendent or designee shall make reasonable efforts to recruit an individual for the assignment in the following order: (Education Code 44225.7)

1. A candidate who enrolls in an approved ~~intern~~ internship program in the region of the district and possesses an intern credential

2. A candidate who is scheduled to complete preliminary credential requirements within six months and who is granted a provisional internship permit (PIP) or short-term staff permit issued by ~~the~~ CTC

~~3.~~ The Board shall take action to approve, ~~as an action item~~ at an open Board meeting, a notice of its intent to employ a PIP applicant for a specific position. (5 CCR 80021.1)

~~4.~~3. An individual who has been granted a credential waiver by ~~the~~ CTC

~~Prior~~ Annually, the Board shall, prior to requesting that ~~the~~ CTC issue an emergency permit or ~~a~~ limited assignment permit, ~~the Board shall annually~~ approve a Declaration of Need for Fully Qualified Educators. The Declaration of Need shall be approved by the Board as an action item at a regularly scheduled open Board meeting, with the entire Declaration of Need being included in the Board agenda. (Education Code 44225, 44225.7; 5 CCR 80023.2, 80026, 80027, 80027.1)

The Declaration of Need shall certify that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) and that the district has made reasonable efforts to recruit individuals who meet the qualifications specified in ~~items~~ Items #1-2 above. The Declaration of Need shall also indicate the number and type of emergency permits and limited assigned permits that the district estimates it will need during the valid period of the Declaration of Need, based on the previous year's actual needs and projections of enrollment. It shall also specify each subject to be listed on the General Education Limited Assignment Single Subject Teaching Permits and the target language on Emergency Bilingual Permits. Whenever the actual number of permits needed exceeds the estimate by 10 percent, the Board shall revise and resubmit the Declaration of Need. (5 CCR 80026)

Whenever it is necessary to employ noncredentialed teachers to fill a position requiring certification qualifications, the Superintendent or designee shall provide support and guidance in accordance with law to ensure the quality of the instructional program.

National Board for Professional Teaching Standards Certification

The Superintendent or designee shall promote a career continuum that includes participation of district teachers in professional learning that supports their completion of advanced certification awarded by the National Board for Professional Teaching Standards (NBPTS). The Superintendent or designee may coordinate a cohort of teachers through school or district programs or other available networks.

With Board approval and funding, and consistent with the collective bargaining agreement and applicable law, the Superintendent may provide an incentive program for teacher participation in NBPTS certification, which may include:

1. Defraying, subsidizing, or reimbursing the registration, certification, or maintenance fees for NBPTS certification

2. Providing bonuses, step increases, or differential pay for teachers who maintain their certification and continue to teach in the district, with priority given to teachers at Title I schools and schools serving a majority of low-income students

3. Providing substitute teachers to provide release time for participating teachers

4. Providing stipends for teacher participation that match other professional development stipends

5. Compensating mentor teachers who support other teachers' professional learning aligned to NBPTS standards

Parental Notifications

At the beginning of each school year, the Superintendent or designee shall notify the parents/guardians of each student attending a school receiving Title I funds that they may request information regarding the professional qualifications of their child's classroom teacher including, but not limited to, whether the teacher: (20 USC 6312)

1. Has met state qualification and licensing criteria for the grade levels and subject areas in which the teacher provides instruction

2. Is teaching under emergency or other provisional status through which state qualification or licensing criteria have been waived

3. Is teaching in the field of discipline of the teacher's certification

In addition, the Superintendent or designee shall notify parents/guardians in a timely manner whenever their child has been assigned, or has been taught for four or more consecutive weeks by, a teacher who does not meet applicable state certification or licensure requirements at the grade level and subject area to which the teacher has been assigned. (20 USC 6312)

Policy 4118: Dismissal/Suspension/Disciplinary Action **Status:** DRAFT

Original Adopted Date: 02/12/2009 **| Last Revised Date:** 02/11/2021 **| Last Reviewed Date:** TBD

The Governing Board expects all employees to perform their jobs satisfactorily, exhibit professional and appropriate conduct, and serve as positive role models both at school and in the community. A certificated employee may be disciplined for conduct or performance in accordance with law, the applicable collective bargaining agreement, Board policy, ~~and~~ or administrative regulation.

Disciplinary action shall be based on the particular facts and circumstances involved and the severity of the conduct or performance.

The Superintendent or designee shall ensure that disciplinary actions are appropriately documented and taken in a consistent, nondiscriminatory manner. In addition, an employee shall not be suspended, disciplined, reassigned, transferred, dismissed, or otherwise retaliated against solely for engaging in protected activities, or for acting to protect a student engaged in exercising any free speech or press right authorized by, or for refusing to infringe upon a student's conduct protected pursuant to, Education Code 48907 or 48950.

Disciplinary actions may include, but are not limited to, verbal ~~warnings,~~ and written warnings, ~~reassignment,~~ suspension~~, freezing~~ or ~~reduction of wages, compulsory~~ leave without pay, or dismissal.

~~The Superintendent or designee shall ensure that disciplinary actions are taken in a consistent, nondiscriminatory manner and are appropriately documented.~~

Suspension/Dismissal Procedures

The Superintendent shall notify the Board whenever ~~he/she believes that~~ there is cause to suspend or dismiss an employee pursuant to Education Code 44932 or 44933.

When the Board finds that there is cause to suspend or dismiss an employee pursuant to Education Code 44932 or 44933, it may formulate a written statement of charges specifying instances of behavior and the acts or omissions constituting the charge, the statutes and rules that the employee is alleged to have violated when applicable, and the facts relevant to each charge. The Board shall also review any duly signed and verified written statement of charges filed by any other person. (Education Code 44934, 44934.1)

Based on the written statement of charges, the Board may, upon majority vote, give notice to the employee of ~~its~~ the Board's intention to suspend or dismiss ~~him/her~~ the employee at the expiration of 30 days from the date the notice is served. (Education Code 44934, 44934.1)

Prior to serving a suspension or dismissal notice that includes a charge of unsatisfactory performance, the district shall give the employee written notice of the unsatisfactory performance that specifies the nature of the unsatisfactory performance with such specific instances of behavior and with such particularity as to furnish the employee an opportunity to correct ~~his/her~~ the faults and overcome the grounds for any unsatisfactory performance charges and, if applicable, that includes the evaluation made pursuant to Education Code 44660-44665. The written notice of the unsatisfactory performance shall be provided at least 90 days prior to the filing of the suspension or dismissal notice or prior to the last one-fourth of the school days in the year. (Education Code 44938)

Prior to serving a suspension or dismissal notice that includes a charge of unprofessional conduct, the district shall give the employee written notice that describes the nature of the unprofessional conduct with such specific instances of behavior and with such particularity as to furnish the employee an opportunity to correct ~~his/her~~ the faults and overcome the grounds for any unprofessional conduct charges and, if applicable, that includes the evaluation made pursuant to Education Code 44660-44665. The written notice of the unprofessional conduct shall be provided at least 45 days prior to the filing of the suspension or dismissal notice. (Education Code 44938)

Except for notices that only include charges of unsatisfactory performance, the written suspension or dismissal notice may be served at any time of year. Such notice shall be served upon the employee personally if given outside of the instructional year or, if given during the instructional year, may be served personally or by registered mail to the

employee's last known address. Notices with a charge of unsatisfactory performance shall be given only during the instructional year of the school site where the employee is physically employed~~,~~ and may be served personally or by registered mail to the employee's last known address. (Education Code 44936)

If an employee has been served notice and demands a hearing pursuant to Government Code 11505 and 11506, the Board shall either rescind its action or schedule a hearing on the matter. (Education Code 44941, 44941.1, 44943, 44944)

Pending suspension or dismissal proceedings for an employee who is charged with egregious misconduct, immoral conduct, conviction of a felony or of any crime involving moral turpitude, incompetency due to mental disability, or willful refusal to perform regular assignments without reasonable cause as prescribed by district rules and regulations, the Board may, if it deems it necessary, immediately suspend the employee from ~~his/her~~ **assigned** duties. If the employee files a motion with the Office of Administrative Hearings for immediate reversal of the suspension based on a cause other than egregious misconduct, the Board may file a written response before or at the time of the hearing. (Education Code 44939, 44939.1, 44940)

When a suspension or dismissal hearing is to be conducted by a Commission on Professional Competence, the Board shall, no later than 45 days before the date set for the hearing, select one person with a currently valid credential to serve on the Commission. The appointee shall not be an employee of the district and shall have at least three years' experience within the past 10 years at the same grade span or assignment as the employee, as defined in Education Code 44944. (Education Code 44944)

Compulsory Leave of Absence

Upon being informed that a certificated employee has been charged with a mandatory leave of absence offense, the Superintendent or designee shall immediately place the employee on a compulsory leave of absence. (Education Code 44940, 44940.5)

Policy 4119.1: Civil And Legal Rights **Status:** DRAFT

Original Adopted Date: 12/11/2008 **| Last Revised Date:** 10/11/2012 **| Last Reviewed Date:** TBD

The Governing Board believes that the personal life of an employee is not an appropriate concern of the district, except as it may directly relate to the ~~employee's~~ performance of ~~his/her~~ **the employee** duties.

~~An employee's personal beliefs and activities, including religious, political, cultural, social, or other beliefs or activities, or lack thereof, shall not be grounds for disciplinary action against the employee, provided that the beliefs or activities do not violate law, Board policy, or administrative regulation.~~

District employees may engage in private, personal activities, including the exercise of their religious, political, cultural, social, or other beliefs or activities, during personal time including when employees are not on duty or engaged in the supervision or instruction of students.

The district shall make no inquiry concerning the personal values, attitudes, and beliefs of district employees or their sexual orientation or political or religious affiliations, beliefs, or opinions except when authorized by law. In addition, no district employee shall be required to provide critical appraisals of other individuals with whom the employee has a familial relationship. However, the district reserves the right to access any publicly available information about any employee.

No employee shall be **dismissed, suspended,** disciplined**, reassigned, transferred,** or **otherwise** retaliated against solely for acting to protect a student engaged in conduct authorized under Education Code 48907 or 48950.

~~A teacher shall have the right to refuse to submit to any evaluation or survey conducted by the district concerning personal values, attitudes, and beliefs; sexual orientation; political affiliations or opinions; critical appraisals of other individuals with whom the teacher has a family relationship; or religious affiliations or beliefs. (Education Code 49091.24)~~

Employees do not have a reasonable expectation of privacy with regards to district property under an employee's control including, but not limited to, desks, classrooms, offices, file cabinets, computers, or phones. As necessary to protect the health, welfare, or safety of students and staff, school officials may search such items in order to uncover evidence that the employee is violating the law, Board policy, administrative regulation, or other rules of the district or school.

When necessary to protect the health, welfare, or safety of students and staff, school officials may search district property under an employee's control.

Whistleblower Protection

An employee shall have the right to disclose to a Board member, a school administrator, a member of the County Board of Education, **the** County Superintendent of Schools, or the Superintendent of Public Instruction any improper governmental activity by the district or a district employee that violates state or federal law, is economically wasteful, or involves gross misconduct, incompetency, or inefficiency. When the employee has reasonable cause to believe that the information discloses a violation of state or federal statute or a violation or noncompliance with a state or federal rule or regulation, ~~he/she~~ **the employee** has the right to disclose such information to a government or law enforcement agency or to refuse to participate in any such activity. (Education Code 44112, 44113; Labor Code 1102.5)

The Superintendent or designee shall prominently display in lettering larger than size 14 point type a list of employees' rights and responsibilities under the whistleblower laws, including the telephone number of the whistleblower hotline maintained by the office of the California Attorney General. (Labor Code 1102**.7, 1102**.8)

No employee shall use or attempt to use ~~his/her~~ official authority **status** or influence to intimidate, threaten, coerce, or command**, or attempt to intimidate, threaten, coerce, or command,** another employee for the purpose of interfering with that employee's right to disclose improper governmental activity. (Education Code 44113)

An employee who has disclosed improper governmental activity and believes that ~~he/she has subsequently been subjected to~~ acts or attempted acts of reprisal **have subsequently occurred** shall file a written complaint in accordance with the district's complaint procedures. After filing a complaint with the district, the employee may also file a copy of the complaint with local law enforcement and/or seek civil law remedies against the supervisor or administrator who retaliated or attempted to retaliate against ~~him/her~~ **the employee**, in accordance with Education Code 44114.

Protection Against Liability

No employee shall be liable for harm caused by ~~his/her~~ **the employee's** act or omission when ~~he/she is~~ acting within the scope of employment or district responsibilities~~; when,~~ the employee's act or omission is in conformity with federal**,** ~~or~~ state ~~law~~, **and local laws,** district policy, or administrative regulation~~; or when~~ **and** the employee's act or omission is in furtherance of an effort to control, discipline, expel, or suspend a student or to maintain order or control in the classroom or school. **(20 USC 7946)**

The protection against liability shall not apply when: (20 USC ~~6736~~ **7946**)

1. The employee acted with willful or criminal misconduct, gross negligence, recklessness, or a conscious, flagrant indifference to the harmed person's right to safety.
2. The employee caused harm by operating a motor vehicle or other vehicle requiring license or insurance.
3. The employee was not properly licensed, if required, by state law for such activities.
4. The employee was found by a court to have violated a federal or state civil rights law.
5. The employee was under the influence of alcohol or any drug at the time of the misconduct.
6. The misconduct constituted a crime of violence pursuant to 18 USC 16 or an act of terrorism for which the employee has been convicted in a court.
7. The misconduct involved a sexual offense for which the employee has been convicted in a court.
8. The misconduct occurred during background investigations, or other actions involved in the employee's hiring.

Policy 4140: Bargaining Units

Status: DRAFT

Original Adopted Date: 12/11/2008 | **Last Revised Date:** 02/11/2021 | **Last Reviewed Date:** TBD

The Governing Board recognizes the right of district employees to form a bargaining unit~~,~~ **and to** select an employee organization as the~~ir~~ exclusive representative~~, and be represented by that organization~~ **for the employees** in the~~ir~~ **employees'** employment relationship with the district. The Board is committed to negotiating in good faith with ~~recognized employee organizations~~ **the exclusive representative** 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)

Employees shall not be prohibited from wearing union buttons**, insignia,** or other ~~items~~ **pictorial or written messages** that favor or oppose the formation of a bargaining unit or any matter that is the subject of negotiations.

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)~~

A bargaining unit of certificated or classified supervisory employees may only be recognized if~~: 1. The~~ the bargaining unit includes all **certificated or classified** supervisory employees**, respectively,**~~. 2. The supervisors are~~ **and is** not represented by the same **employee** organization that represents **district** employees who~~m~~ **are supervised by** the supervisory employees. **(Government Code 3545)**

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, **or** discipline~~,~~ **other employees, or the responsibility to** assign work **to**, direct, **or** adjust grievance of other employees, or effectively recommend that action**,**~~. The~~ **when the** exercise of ~~this~~ **that** authority ~~shall~~ **is** not ~~be~~ **a** merely routine or clerical ~~in~~ nature, but ~~shall~~ require**s** 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. **In the employment relationship with the district,** ~~Such~~ employees **who serve in a management, senior management, or confidential position** may represent themselves ~~individually. For purposes other than negotiations and bargaining, such employees may~~ **or** be represented by an employee organization whose membership is composed entirely of employees designated as holding those positions. **However, an employee organization representing management, senior management, or confidential employees shall not be permitted to meet and negotiate with the district on behalf of the employees**. ~~For this purpose:~~ (**Education Code 45100.5,** Government Code 3543.4)

~~1.~~ *Management employee* means ~~any~~ **an** employee ~~who has~~ **in a position having** significant responsibilities for formulating district policies or administering district programs~~, and whose position is designated as a management position by the Board~~. **(Government Code 3540.1)**

~~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. **(Government Code 3540.1)**

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**, 3551.5**)

District Communications to Employees

The Superintendent or designee may communicate with district employees regarding their rights ~~under the law~~ **to join and/or support or to refrain from joining or supporting an officially recognized employee organization**. 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~~ **The district may disseminate written documents, recorded messages, or other** mass communication **to actual or perspective employees represented by an exclusive representative** concerning ~~employees'~~ **their** right**s** to join **and/**or support**,** ~~an employee organization~~ or to refrain from joining **and/**or supporting an employee organization~~, such as a written document or script for oral or recorded presentation or message,~~ **only after** the Superintendent or designee ~~shall~~ meet**s** and confer**s** with the ~~employees'~~ exclusive representative ~~regarding~~ **concerning** the content of the **mass** communication. If the district and exclusive representative do not come to agreement on the content of the mass communication **and the district still chooses to disseminate it**, 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~~ **shall request that the exclusive representative provide a communication of reasonable length to the district that shall be disseminated to the employees at the same time as the district's own mass communication.** (Government Code 3556)

Access to New Employee Orientations

The district shall permit ~~employee organizations~~ **each exclusive representative** access to new employee orientation~~s~~ **or onboarding process** where newly hired employees **represented by the exclusive representative** 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~~ **the exclusive representative** at least 10 days' notice in advance of an orientation~~. However, in any specific instance where an unforeseeable,~~ **except that a shorter notice may be provided where there is an** urgent need critical to the district's operation ~~prevents the required 10 days' notice, a shorter notice may be provided~~ **that was not reasonably foreseeable**. (Government Code 3555.5, 3556)

Following a request to negotiate by either party, ~~The~~ **the** structure, time, and manner of 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 structure, time, and manner of** access to **the** new employee orientation shall be subject to compulsory interest arbitration. The district and ~~employee organization~~ **the exclusive representative** 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 **arbitrator's** decision ~~of the arbitrator~~ shall be **issued within 10 days and shall be** final and binding on the parties. (Government Code 3556, 3557)

The date, time, and place of a new employee 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)

Until June 30, 2025, unless the district and the exclusive representative have agreed otherwise, when the district has not conducted an in-person orientation within 30 days of hiring a new employee, the Superintendent or designee shall permit the exclusive representative to schedule an in-person meeting during employment hours at the new employee's worksite, during which the new employee shall have the opportunity to attend and shall be relieved of other duties for the purpose of attending the meeting. The district shall provide appropriate space at the worksite within seven calendar days of receiving a request from the exclusive representative. (Government Code 3556, 3557)

During this meeting, the exclusive representative shall be permitted to communicate directly with the new employees for up to 30 minutes of paid time. (Government Code 3556)

Access to Employee Contact Information

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)~~ **of all employees represented by the exclusive representative** on file with the district~~, and home address of any newly hired~~. **An employee's personal email address shall only be disclosed if it is used by the** employee ~~in the bargaining unit, within 30 days of hire or by the first pay period of the month following hire~~ **to conduct district business.**

Such information shall be provided within 30 days of hire or by the first pay period of the month following hire for all new employees represented by the exclusive representative, unless the exclusive representative has agreed to a different interval for the provision of the information.

~~In addition~~ **Additionally**, the Superintendent or designee shall provide the exclusive representative **with** the same information ~~in regard to~~ **for** all employees ~~in the bargaining unit to an~~ **represented by the** exclusive representative ~~at least~~ every 120 days, unless more frequent ~~or detailed lists are~~ **disclosure is** required by agreement with the exclusive representative. (Government Code 3558, ~~6254.3~~ **7928.300)**

However, the Superintendent or designee shall not disclose**: (Government Code 3558, 6205-6210, 6215, 6216, 7928.300)**

1. ~~the~~ **The** home address and any phone numbers on file for employees performing law enforcement-related functions~~,~~

2. ~~nor disclose the~~ **The** home address, home **telephone** 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.~~ **6205-6210 and 6215-16**

3. ~~Following receipt of a written request, the district shall remove the~~ **The** employee's home address, home **telephone** and personal cell phone numbers, and personal email address **of an employee not performing law enforcement related functions if the employee has submitted a written request to the district to keep such information private. In such instances, the Superintendent or designee shall also remove the employee's home address, home telephone number, and personal cell phone numbers** 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)~~

Within 20 calendar days after an exclusive representative notifies the Superintendent or designee that a list of employees provided by the district is inaccurate or incomplete, the Superintendent or designee shall take steps to correct the list and provide a new list of employees to the exclusive representative. (Government Code 3558)

The Superintendent or designee shall review the list of contact information for district employees at the beginning of each school year, or more often as appropriate.

Communications with Employees by Employee Organizations

Subject to reasonable regulation by the district, employee ~~Employee~~ organizations ~~may~~ **shall** have access at reasonable times ~~to areas in which employees work and may use district facilities at reasonable times for the purpose of meetings~~ **to the work areas of employees represented by the employee organization and to district facilities for the purpose of meeting with employees represented by the employee organization. Access may be limited in instances where it would be disruptive to district operations. (Government Code 3543.1)**

Additionally, ~~Subject~~ **subject** to reasonable regulation **by the district**, employee organizations ~~may also~~ **shall have the ability to** use institutional bulletin boards, mailboxes, and other means of communication to communicate with employees **represented by the employee organization**. (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

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~~ **that** 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~~ **When an** employee organization ~~that certifies~~ **has certified to the district** 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~~ **the** employees **to whom they apply and shall not handle or process employee written authorizations for the employees represented by such employee organization**. ~~The employee organization~~ **The district also** shall not be required ~~to submit to the district~~ a copy of the written authorization ~~in order for the payroll deductions to be effective~~ **to be submitted by the employee organization.** ~~However,~~ **except** 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 **that represents the employee** 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)

When an employee organization has declined to certify that it will handle and process written authorizations from employee(s) represented by the employee organization and makes a request for payroll deductions, the district shall request a copy of the written authorization for an employee before making the payroll deductions for that employee. (Education Code 45060, 45168)

Policy 4151: Employee Compensation

Status: DRAFT

Original Adopted Date: 12/11/2008 | **Last Revised Date:** 10/14/2021 | **Last Reviewed Date:** TBD

In order to recruit and retain employees committed to the district's goals for student learning, the Governing Board recognizes the importance of offering a competitive compensation package which includes salaries and health and welfare benefits.

The Board shall adopt separate salary schedules for certificated, classified, and supervisory and administrative personnel. These schedules shall comply with law and collective bargaining agreements and shall be printed and made available for review at the district office. (Education Code 45022, 45023, 45160, 45162, 45268)

Each certificated employee, except an employee in an administrative or supervisory position, shall be classified on the salary schedule on the basis of uniform allowance for education level and years of experience, unless the Board and employee organization negotiate and mutually agree to a salary schedule based on different criteria. Certificated employees shall not be placed in different classifications on the schedule, nor paid different salaries, solely on the basis of the grade levels at which they teach. (Education Code 45028)

Salary schedules for staff who are not a part of a bargaining unit shall be determined by the Board at the recommendation of the Superintendent or designee.

The Board shall determine the frequency and schedule of salary payments, including whether payments for employees who work less than 12 months per year will be made over the course of the school year or in equal installments over the calendar year. (Education Code 45038, 45039, 45048, 45165,)

In extraordinary circumstances or emergency situations, the Board may determine to continue to compensate employees during periods of extended closure or disruption of normal district operations when permitted by law and consistent with collective bargaining agreements and memoranda of understanding.

The Superintendent or designee shall post a notice explaining the Fair Labor Standards Act's wage and hour provisions in a conspicuous place at each work site. (29 CFR 516.4)

Overtime Compensation

District employees shall be paid an overtime rate of not less than one and one-half times their regular rate of pay for any hours worked in excess of eight hours in one day **and/**or 40 hours in one work week, or twice their regular rate of pay for any hours worked in excess of 12 hours in one day or eight hours on the seventh consecutive day of work. However, teachers, school administrators, and other employees in positions established by the Board as executive, administrative, or professional shall be exempt from overtime rules. (Education Code 45128, 45130; 29 USC 213; 29 CFR 541.0-541.710, 553.27, 553.32)

When authorized in a collective bargaining agreement or other agreement between the district and employees, an employee may take compensatory time off in lieu of overtime compensation, provided the employee has not accrued compensatory time in excess of the limits specified in 29 USC 207. An employee who has requested the use of compensatory time shall be allowed to use such time within 12 calendar months after making the request if the use of the compensatory time does not unduly disrupt district operations. (Education Code 45129; 29 USC 207; 29 CFR 553.20-553.25)

For each nonexempt employee, the Superintendent or designee shall maintain records on the employee's wages, hours, and other information specified in 29 CFR 516.5-516.6.

Wage Overpayment

If the district determines an employee has been overpaid, the district shall notify the employee in writing of the overpayment, afford the employee an opportunity to respond before commencing any recoupment actions, and inform the employee of the employee's rights to dispute the existence or amount of the claimed overpayment. If the employee agrees there was an overpayment in the claimed amount, reimbursement shall be made to the district through one of

the methods described in Education Code 44042.5 as mutually agreed upon by the employee and the district. (Education Code 44042.5)

If a mutual agreement on a method of reimbursement is not reached, within 30 days of the employee verifying the overpayment amount, the district shall recoup the overpayment through payroll deductions in accordance with Education Code 44042.5.

If the employee does not respond or disputes the existence or amount of the district's claimed overpayment, the district shall, with board approval, initiate a legal action to recover the overpayment. (Education Code 44042.5)

If the employee separates from the district before the overpayment is fully repaid, the district shall withhold the remaining balance due from any money owed to the employee upon separation, provided that the state minimum wage is still paid to the employee as required by Education Code 44042.5. The Superintendent or designee may consult with legal counsel to calculate the amount to withhold.

If an outstanding overpayment balance still remains, the district shall, with Board approval, exercise any legal means to recover the remaining amount owed by the employee. (Education Code 44042.5)

Legal action to recover any overpayment under this policy shall be initiated within three years from the date of the overpayment, which for leave credits is the date that the employee receives compensation in exchange for leave erroneously credited to the employee. (Education Code 44042.5)

Policy 4157: Employee Safety

Status: DRAFT

Original Adopted Date: 12/11/2008 | **Last Revised Date:** 10/14/2021 | **Last Reviewed Date:** TBD

The Governing Board is committed to maximizing employee safety and believes that workplace safety is the responsibility of every employee. 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 Superintendent or designee shall promote safety and correct any unsafe work practices through education and enforcement.

All employees are expected to use safe work practices and, to the extent possible, correct any unsafe conditions ~~which~~ **that** may occur. If an employee is unable to correct an unsafe condition, the employee shall immediately report the problem to the Superintendent or designee.

The Superintendent or designee shall establish and implement a written injury and illness prevention program, **that includes a workplace violence prevention plan** and **that** provide**s** employees with access to such program, in accordance with law. (Labor Code 6401.7; 8 CCR 3203)

The Superintendent or designee shall make first aid materials readily available at district workplaces and shall make effective provisions 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. Making a report or complaint
2. Instituting proceedings or causing proceedings to be instituted
3. Testifying with regard to employee safety or health
4. Participating in any occupational health and safety committee established pursuant to Labor Code 6401.7
5. Requesting access to injury or illness reports and records
6. Exercising any other right protected by the Occupational Safety and Health Act

Policy 4211: Recruitment And Selection

Status: DRAFT

Original Adopted Date: 12/11/2008 | **Last Revised Date:** 06/07/2018 | **Last Reviewed Date:** TBD

The Governing Board is committed to employing suitable, qualified individuals to effectively carry out the district's vision, mission, and goals**, and believes that students benefit when district staff reflects the racial, ethnic, linguistic, and cultural diversity of the district.**

The Superintendent or designee shall develop equitable, fair, and transparent recruitment and selection processes and procedures ~~which~~ **that** ensure ~~that employees~~ **individuals** are selected **for employment in the district** based on demonstrated knowledge, skills, and competence and not on any bias, personal preference, or unlawful discrimination.

Additionally, the Superintendent or designee shall, through the recruitment and selection processes and procedures, seek to establish and maintain a diverse staff, including the active recruitment from institutions and organizations that serve populations underrepresented among district employees.

When a vacancy occurs, the Superintendent or designee shall review**, as appropriate,** the job description for the position to ensure that it accurately describes the major functions and duties of the position. ~~He/she~~ **The Superintendent or designee** shall also disseminate job announcements to ensure a wide range of candidates.

When posting an employment opportunity, the Superintendent or designee shall include the pay scale for the open position. (Labor Code 432.2)

~~The district's selection procedures shall include screening processes, interviews, observations, and recommendations from previous employers.~~ **The Superintendent shall develop** and ~~observations when~~ **maintain** appropriate~~, as necessary~~ **hiring procedures** to identify the best possible ~~candidate~~ **candidates** for a position.

~~The Superintendent or designee may establish~~ **In doing so,** an interview committee **may be established** to rank candidates and recommend finalists. During job interviews, applicants may be asked to describe or demonstrate how they will be able to perform the duties of the job. All discussions and recommendations shall be confidential ~~in accordance~~ **and consistent** with law.

No inquiry shall be made ~~with regard to any category of discrimination~~ **about any information** prohibited by state or federal **nondiscrimination** law**s**.

Unless otherwise provided for in law, the district may not discriminate against a person in hiring based on the person's use of cannabis off the job and away from the workplace, including that the district may not request information from an applicant related to the applicant's prior use of cannabis, apart from the applicant's criminal history, or penalize an applicant based on a drug screening which finds that the applicant has nonpsychoactive cannabis metabolites in the applicant's hair, blood, urine, or other bodily fluid. (Government Code 12954)

However, the district retains the right to maintain drug-free schools or prohibit employees from possessing, being impaired by, or using cannabis while on the job. (Government Code 12954)

The Superintendent or designee shall not inquire, orally or in writing, ~~in regard to~~ **about** an applicant's salary history information, including compensation and benefits. ~~He/she~~ **Additionally, the Superintendent or designee** shall ~~also~~ not rely on salary history information as a factor in determining whether to offer employment to an applicant or the salary to offer. However, the Superintendent or designee may consider salary information that is disclosable under state or federal law or that the applicant discloses voluntarily and without prompting. ~~Upon request, the Superintendent or designee shall provide the applicant the pay scale for the position to which he/she is applying.~~ (Labor Code 432.3)

For each position, the Superintendent or designee shall present to the Board one candidate who meets all qualifications established by law and the Board for the position. No person shall be employed by the Board without the recommendation or endorsement of the Superintendent or designee.

Incentives

With Board approval and in accordance with district needs **and any applicable collective bargaining agreements**, the district may provide incentives to recruit teachers, administrators, or other employees, such as signing bonuses, assistance with beginning teacher induction and/or credential costs, mentoring, additional compensation, and/or subsidized housing.

Policy 4216: Probationary/Permanent Status **Status:** DRAFT

Original Adopted Date: 12/11/2008 **| Last Revised Date:** 03/11/2021 **| Last Reviewed Date:** TBD

The Governing Board desires to employ and retain highly qualified classified personnel to support the district's educational program and operations. Newly hired classified employees shall serve a probationary period during which the Board shall determine their suitability for long-term district employment.

A probationary employee who has been employed by the district for six months or 130 days of paid service, whichever is longer, shall be classified as a permanent employee of the district. (Education Code 45113, 45301)

Probationary employees shall receive written performance evaluations by their supervisor during the probationary period. These evaluations shall indicate whether the evaluator is satisfied or not satisfied with the employee's ability, performance, and compatibility with the job.

The district may, without cause, dismiss a new employee during the probationary period.

Permanent employees promoted to a higher classification shall be considered probationary in their new position until they have satisfactorily completed the probationary period.

A permanent employee who accepts a promotion and fails to complete the probationary period for that promotional position shall be employed in the classification from which the employee was promoted. (Education Code 45113, 45301)

This policy shall be made available to classified employees and the public. (Education Code 45113)

Policy 4218: Dismissal/Suspension/Disciplinary Action

Status: DRAFT

Original Adopted Date: 03/12/2020 | **Last Revised Date:** 03/12/2020 | **Last Reviewed Date:** TBD

The Governing Board expects all employees to perform their jobs satisfactorily ~~and~~, to exhibit professional and appropriate conduct**, and serve as positive role models both at school and in the community**. A classified employee may be disciplined for unprofessional conduct or unsatisfactory performance in accordance with law or any applicable collective bargaining agreement, Board policy, or administrative regulation.

Disciplinary actions shall be based on the particular facts and circumstances involved and the severity of the employee's conduct or performance. ~~The Superintendent or designee shall ensure that disciplinary actions are taken in a consistent, nondiscriminatory manner and are appropriately documented.~~

The Superintendent or designee shall ensure that disciplinary actions are taken in a consistent, nondiscriminatory manner. In addition, an employee shall not be suspended, disciplined, reassigned, transferred, dismissed, or otherwise retaliated against solely for engaging in protected activities, or for acting to protect a student engaged in exercising any free speech or press right authorized by, or for refusing to infringe upon a student's conduct protected pursuant to, Education Code 48907 or 48950.

Disciplinary actions may include, but are not limited to, verbal and written warnings, involuntary reassignment, demotion, suspension **or leave** without pay, reduction of ~~pay step in class, compulsory leave, and~~ **wages, or** dismissal.

A probationary classified employee may be dismissed ~~by the Superintendent or designee~~ **without cause** ~~at any time prior to the expiration of~~ **anytime before** the probationary period **expires**.

Permanent classified employees shall be subject to disciplinary action only for cause as specified in the accompanying administrative regulation. (Education Code 45113)

Procedures for Serious Disciplinary Proceedings

The Superintendent or designee shall develop disciplinary procedures for use when dismissal, suspension, demotion, involuntary reassignment, or other serious disciplinary action is contemplated against an employee. The procedures for such discipline shall include an opportunity for an employee for whom any such disciplinary action is recommended to meet with, or respond in writing to, a designated district official ("Skelly officer") who will determine whether the recommended discipline should proceed further or be modified or withdrawn.

After meeting with the employee or considering the employee's written response, if the Skelly officer determines that the recommended discipline should proceed, the Superintendent or designee shall send the employee a notice of the recommended disciplinary action, a statement of charges, and the results of the Skelly hearing. The notice shall include a statement advising the employee of the right to request a Board hearing on the matter. (Education Code 45113, 45116)

~~If a permanent classified employee receives a notice from the Superintendent or designee of a recommended suspension, demotion, involuntary reassignment, or dismissal, the employee may request a Board hearing on the matter.~~

If the employee fails to request a hearing within the time specified in the notice, the employee is deemed to have waived the right to do so, and the Board may order the recommended disciplinary action into effect immediately.

If a timely request is submitted, a hearing shall be conducted by the Board~~, except that, if the matter involves an allegation of egregious misconduct as defined in Education Code 44932 and involves a minor, the matter shall be referred to an administrative law judge to determine whether sufficient cause exists for disciplinary action against the employee~~ **or by a third-party hearing officer, in accordance with law**. (Education Code 45113, 45312)

A classified employee who timely requests a hearing may only be suspended, demoted, or dismissed pending the outcome of the hearing in accordance with Education Code 45113, and as specified in the accompanying administrative regulation.

The hearing shall be held at the earliest convenient date, taking into consideration the established schedule of the Board and the availability of legal counsel and witnesses. The employee shall be notified of the time and place of the hearing.

The hearing shall be held in closed session, unless the employee requests that the matter be heard in an open session meeting. (Government Code 54957)

The employee shall be entitled to appear personally, produce evidence, and be represented by legal counsel.

The Board may use the services of its legal counsel in ruling upon procedural questions, objections to evidence, and issues of law. The Board may review and consider the records of any prior personnel action proceedings against the employee in which a disciplinary action was ultimately sustained and any records contained in the employee's personnel files and introduced into evidence at the hearing. The Board shall not be bound by rules of evidence used in California courts. Informality in any such hearing shall not invalidate any order or decision made by the Board.

At any time before a matter is submitted to the Board for decision, the Superintendent or designee may, with the consent of the Board, serve on the employee and file with the Board an amended or supplemental recommendation of disciplinary action. If the amended or supplemental recommendation includes new causes or allegations, the employee shall be afforded a reasonable opportunity to prepare a defense. Any new causes or allegations shall be deemed controverted, and any objections to the amended or supplemental causes or allegations may be made orally at the hearing and shall be noted on the record.

Following the hearing, **or, if the employee has not requested a hearing, after reviewing the Superintendent or designee's recommendation for disciplinary action,** the Board shall affirm, modify, or reject the **recommended** disciplinary action ~~recommended by the Superintendent or designee~~. The decision of the Board shall be in writing and shall contain findings of fact and the disciplinary action approved, if any. The decision of the Board shall be final.

Within 10 working days of the Board's final decision, a copy of the decision shall be delivered to the employee and/or designated representative personally or by registered mail.

~~In cases involving an allegation of egregious misconduct, the ruling of the administrative law judge shall be binding on the district and the employee. (Education Code 45113)~~

Except for an allegation of egregious misconduct in which a minor is involved, the Board may delegate the authority to determine whether sufficient cause exists for disciplinary action to an impartial third-party hearing officer. When a matter is heard by a third-party hearing officer, the Board shall review the determination and adopt or reject the recommended decision. (Education Code 45113)

When any matter involves an allegation of egregious misconduct as defined in Education Code 44932 and involves a witness who is a minor, the matter shall be referred to an administrative law judge to determine whether sufficient cause exists for disciplinary action against the employee. In such cases, the ruling of the administrative law judge shall be binding on the district and the employee. (Education Code 45113)

Upon being informed that a classified employee has been charged with a mandatory leave of absence offense, the Superintendent or designee shall immediately place the employee on a compulsory leave of absence. (Education Code 44940, 44940.5, 45304)

Policy 4219.1: Civil And Legal Rights **Status:** DRAFT

Original Adopted Date: 12/11/2008 **| Last Revised Date:** 10/11/2012 **| Last Reviewed Date:** TBD

The Governing Board believes that the personal life of an employee is not an appropriate concern of the district, except as it may directly relate to the ~~employee's~~ performance of ~~his/her~~ **the employee** duties.

~~An employee's personal beliefs and activities, including religious, political, cultural, social, or other beliefs or activities, or lack thereof, shall not be grounds for disciplinary action against the employee, provided that the beliefs or activities do not violate law, Board policy, or administrative regulation.~~

District employees may engage in private, personal activities, including the exercise of their religious, political, cultural, social, or other beliefs or activities, during personal time including when employees are not on duty or engaged in the supervision or instruction of students.

The district shall make no inquiry concerning the personal values, attitudes, and beliefs of district employees or their sexual orientation or political or religious affiliations, beliefs, or opinions except when authorized by law. In addition, no district employee shall be required to provide critical appraisals of other individuals with whom the employee has a familial relationship. However, the district reserves the right to access any publicly available information about any employee.

No employee shall be **dismissed, suspended,** disciplined**, reassigned, transferred,** or **otherwise** retaliated against solely for acting to protect a student engaged in conduct authorized under Education Code 48907 or 48950.

~~A teacher shall have the right to refuse to submit to any evaluation or survey conducted by the district concerning personal values, attitudes, and beliefs; sexual orientation; political affiliations or opinions; critical appraisals of other individuals with whom the teacher has a family relationship; or religious affiliations or beliefs. (Education Code 49091.24)~~

Employees do not have a reasonable expectation of privacy with regards to district property under an employee's control including, but not limited to, desks, classrooms, offices, file cabinets, computers, or phones. As necessary to protect the health, welfare, or safety of students and staff, school officials may search such items in order to uncover evidence that the employee is violating the law, Board policy, administrative regulation, or other rules of the district or school.

When necessary to protect the health, welfare, or safety of students and staff, school officials may search district property under an employee's control.

Whistleblower Protection

An employee shall have the right to disclose to a Board member, a school administrator, a member of the County Board of Education, **the** County Superintendent of Schools, or the Superintendent of Public Instruction any improper governmental activity by the district or a district employee that violates state or federal law, is economically wasteful, or involves gross misconduct, incompetency, or inefficiency. When the employee has reasonable cause to believe that the information discloses a violation of state or federal statute or a violation or noncompliance with a state or federal rule or regulation, ~~he/she~~ **the employee** has the right to disclose such information to a government or law enforcement agency or to refuse to participate in any such activity. (Education Code 44112, 44113; Labor Code 1102.5)

The Superintendent or designee shall prominently display in lettering larger than size 14 point type a list of employees' rights and responsibilities under the whistleblower laws, including the telephone number of the whistleblower hotline maintained by the office of the California Attorney General. (Labor Code 1102**.7, 1102**.8)

No employee shall use or attempt to use ~~his/her~~ official authority **status** or influence to intimidate, threaten, coerce, or command**, or attempt to intimidate, threaten, coerce, or command,** another employee for the purpose of interfering with that employee's right to disclose improper governmental activity. (Education Code 44113)

An employee who has disclosed improper governmental activity and believes that ~~he/she has subsequently been subjected to~~ acts or attempted acts of reprisal **have subsequently occurred** shall file a written complaint in accordance with the district's complaint procedures. After filing a complaint with the district, the employee may also file a copy of the complaint with local law enforcement and/or seek civil law remedies against the supervisor or administrator who retaliated or attempted to retaliate against ~~him/her~~ **the employee**, in accordance with Education Code 44114.

Protection Against Liability

No employee shall be liable for harm caused by ~~his/her~~ **the employee's** act or omission when ~~he/she is~~ acting within the scope of employment or district responsibilities~~; when,~~ the employee's act or omission is in conformity with federal**,** ~~or~~ state ~~law~~, **and local laws,** district policy, or administrative regulation~~; or when~~ **and** the employee's act or omission is in furtherance of an effort to control, discipline, expel, or suspend a student or to maintain order or control in the classroom or school. **(20 USC 7946)**

The protection against liability shall not apply when: (20 USC ~~6736~~ **7946**)

1. The employee acted with willful or criminal misconduct, gross negligence, recklessness, or a conscious, flagrant indifference to the harmed person's right to safety.
2. The employee caused harm by operating a motor vehicle or other vehicle requiring license or insurance.
3. The employee was not properly licensed, if required, by state law for such activities.
4. The employee was found by a court to have violated a federal or state civil rights law.
5. The employee was under the influence of alcohol or any drug at the time of the misconduct.
6. The misconduct constituted a crime of violence pursuant to 18 USC 16 or an act of terrorism for which the employee has been convicted in a court.
7. The misconduct involved a sexual offense for which the employee has been convicted in a court.
8. The misconduct occurred during background investigations, or other actions involved in the employee's hiring.

Policy 4240: Bargaining Units

Status: DRAFT

Original Adopted Date: 12/11/2008 | **Last Revised Date:** 02/11/2021 | **Last Reviewed Date:** TBD

The Governing Board recognizes the right of district employees to form a bargaining unit~~,~~ **and to** select an employee organization as the~~ir~~ exclusive representative~~, and be represented by that organization~~ **for the employees** in the~~ir~~ **employees'** employment relationship with the district. The Board is committed to negotiating in good faith with ~~recognized employee organizations~~ **the exclusive representative** 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)

Employees shall not be prohibited from wearing union buttons**, insignia,** or other ~~items~~ **pictorial or written messages** that favor or oppose the formation of a bargaining unit or any matter that is the subject of negotiations.

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)~~

A bargaining unit of certificated or classified supervisory employees may only be recognized if~~: 1. The~~ the bargaining unit includes all **certificated or classified** supervisory employees**, respectively,**~~. 2. The supervisors are~~ **and is** not represented by the same **employee** organization that represents **district** employees who~~m~~ **are supervised by** the supervisory employees. **(Government Code 3545)**

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, **or** discipline~~,~~ **other employees, or the responsibility to** assign work **to**, direct, **or** adjust grievance of other employees, or effectively recommend that action**,**~~. The~~ **when the** exercise of ~~this~~ **that** authority ~~shall~~ **is** not ~~be~~ **a** merely routine or clerical ~~in~~ nature, but ~~shall~~ require**s** 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. **In the employment relationship with the district,** ~~Such~~ employees **who serve in a management, senior management, or confidential position** may represent themselves ~~individually. For purposes other than negotiations and bargaining, such employees may~~ **or** be represented by an employee organization whose membership is composed entirely of employees designated as holding those positions. **However, an employee organization representing management, senior management, or confidential employees shall not be permitted to meet and negotiate with the district on behalf of the employees**. ~~For this purpose:~~ (**Education Code 45100.5,** Government Code 3543.4)

~~1.~~ *Management employee* means ~~any~~ **an** employee ~~who has~~ **in a position having** significant responsibilities for formulating district policies or administering district programs~~, and whose position is designated as a management position by the Board~~. **(Government Code 3540.1)**

~~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. **(Government Code 3540.1)**

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**, 3551.5**)

District Communications to Employees

The Superintendent or designee may communicate with district employees regarding their rights ~~under the law~~ to join and/or support or to refrain from joining or supporting an officially recognized employee organization. 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~~ The district may disseminate written documents, recorded messages, or other mass communication to actual or perspective employees represented by an exclusive representative concerning ~~employees'~~ their rights to join and/or support~~, an employee organization~~ or to refrain from joining and/or supporting an employee organization~~, such as a written document or script for oral or recorded presentation or message,~~ only after the Superintendent or designee ~~shall~~ meets and confers with the ~~employees'~~ exclusive representative ~~regarding~~ concerning the content of the mass communication. If the district and exclusive representative do not come to agreement on the content of the mass communication and the district still chooses to disseminate it, 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~~ shall request that the exclusive representative provide a communication of reasonable length to the district that shall be disseminated to the employees at the same time as the district's own mass communication. (Government Code 3556)

Access to New Employee Orientations

The district shall permit ~~employee organizations~~ each exclusive representative access to new employee orientation~~s~~ or onboarding process where newly hired employees represented by the exclusive representative 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~~ the exclusive representative at least 10 days' notice in advance of an orientation~~. However, in any specific instance where an unforeseeable,~~ except that a shorter notice may be provided where there is an urgent need critical to the district's operation ~~prevents the required 10 days' notice, a shorter notice may be provided~~ that was not reasonably foreseeable. (Government Code 3555.5, 3556)

Following a request to negotiate by either party, ~~The~~ the structure, time, and manner of 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 structure, time, and manner of access to the new employee orientation shall be subject to compulsory interest arbitration. The district and ~~employee organization~~ the exclusive representative 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 arbitrator's decision ~~of the arbitrator~~ shall be issued within 10 days and shall be final and binding on the parties. (Government Code 3556, 3557)

The date, time, and place of a new employee 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)

Until June 30, 2025, unless the district and the exclusive representative have agreed otherwise, when the district has not conducted an in-person orientation within 30 days of hiring a new employee, the Superintendent or designee shall permit the exclusive representative to schedule an in-person meeting during employment hours at the new employee's worksite, during which the new employee shall have the opportunity to attend and shall be relieved of other duties for the purpose of attending the meeting. The district shall provide appropriate space at the worksite within seven calendar days of receiving a request from the exclusive representative. (Government Code 3556, 3557)

During this meeting, the exclusive representative shall be permitted to communicate directly with the new employees for up to 30 minutes of paid time. (Government Code 3556)

Access to Employee Contact Information

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)~~ **of all employees represented by the exclusive representative** on file with the district~~, and home address of any newly hired~~. **An employee's personal email address shall only be disclosed if it is used by the** employee ~~in the bargaining unit, within 30 days of hire or by the first pay period of the month following hire~~ **to conduct district business.**

Such information shall be provided within 30 days of hire or by the first pay period of the month following hire for all new employees represented by the exclusive representative, unless the exclusive representative has agreed to a different interval for the provision of the information.

~~In addition~~ **Additionally**, the Superintendent or designee shall provide the exclusive representative **with** the same information ~~in regard to~~ **for** all employees ~~in the bargaining unit to an~~ **represented by the** exclusive representative ~~at least~~ every 120 days, unless more frequent ~~or detailed lists are~~ **disclosure is** required by agreement with the exclusive representative. (Government Code 3558, ~~6254.3~~ **7928.300)**

However, the Superintendent or designee shall not disclose**: (Government Code 3558, 6205-6210, 6215, 6216, 7928.300)**

1. ~~the~~ **The** home address and any phone numbers on file for employees performing law enforcement-related functions~~,~~

2. ~~nor disclose the~~ **The** home address, home **telephone** 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.~~ **6205-6210 and 6215-16**

3. ~~Following receipt of a written request, the district shall remove the~~ **The** employee's home address, home **telephone** and personal cell phone numbers, and personal email address **of an employee not performing law enforcement related functions if the employee has submitted a written request to the district to keep such information private. In such instances, the Superintendent or designee shall also remove the employee's home address, home telephone number, and personal cell phone numbers** 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)~~

Within 20 calendar days after an exclusive representative notifies the Superintendent or designee that a list of employees provided by the district is inaccurate or incomplete, the Superintendent or designee shall take steps to correct the list and provide a new list of employees to the exclusive representative. (Government Code 3558)

The Superintendent or designee shall review the list of contact information for district employees at the beginning of each school year, or more often as appropriate.

Communications with Employees by Employee Organizations

Subject to reasonable regulation by the district, employee ~~Employee~~ organizations ~~may~~ **shall** have access at reasonable times ~~to areas in which employees work and may use district facilities at reasonable times for the purpose of meetings~~ **to the work areas of employees represented by the employee organization and to district facilities for the purpose of meeting with employees represented by the employee organization. Access may be limited in instances where it would be disruptive to district operations. (Government Code 3543.1)**

Additionally, ~~Subject~~ **subject** to reasonable regulation **by the district**, employee organizations ~~may also~~ **shall have the ability to** use institutional bulletin boards, mailboxes, and other means of communication to communicate with employees **represented by the employee organization**. (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

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~~ **that** 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~~ **When an** employee organization ~~that certifies~~ **has certified to the district** 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~~ **the** employees **to whom they apply and shall not handle or process employee written authorizations for the employees represented by such employee organization**. ~~The employee organization~~ **The district also** shall not be required ~~to submit to the district~~ a copy of the written authorization ~~in order for the payroll deductions to be effective~~ **to be submitted by the employee organization.** ~~However,~~ **except** 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 **that represents the employee** 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)

When an employee organization has declined to certify that it will handle and process written authorizations from employee(s) represented by the employee organization and makes a request for payroll deductions, the district shall request a copy of the written authorization for an employee before making the payroll deductions for that employee. (Education Code 45060, 45168)

Policy 4151: Employee Compensation

Status: DRAFT

Original Adopted Date: 12/11/2008 | **Last Revised Date:** 10/14/2021 | **Last Reviewed Date:** TBD

In order to recruit and retain employees committed to the district's goals for student learning, the Governing Board recognizes the importance of offering a competitive compensation package which includes salaries and health and welfare benefits.

The Board shall adopt separate salary schedules for certificated, classified, and supervisory and administrative personnel. These schedules shall comply with law and collective bargaining agreements and shall be printed and made available for review at the district office. (Education Code 45022, 45023, 45160, 45162, 45268)

Each certificated employee, except an employee in an administrative or supervisory position, shall be classified on the salary schedule on the basis of uniform allowance for education level and years of experience, unless the Board and employee organization negotiate and mutually agree to a salary schedule based on different criteria. Certificated employees shall not be placed in different classifications on the schedule, nor paid different salaries, solely on the basis of the grade levels at which they teach. (Education Code 45028)

Salary schedules for staff who are not a part of a bargaining unit shall be determined by the Board at the recommendation of the Superintendent or designee.

The Board shall determine the frequency and schedule of salary payments, including whether payments for employees who work less than 12 months per year will be made over the course of the school year or in equal installments over the calendar year. (Education Code 45038, 45039, 45048, 45165,)

In extraordinary circumstances or emergency situations, the Board may determine to continue to compensate employees during periods of extended closure or disruption of normal district operations when permitted by law and consistent with collective bargaining agreements and memoranda of understanding.

The Superintendent or designee shall post a notice explaining the Fair Labor Standards Act's wage and hour provisions in a conspicuous place at each work site. (29 CFR 516.4)

Overtime Compensation

District employees shall be paid an overtime rate of not less than one and one-half times their regular rate of pay for any hours worked in excess of eight hours in one day **and/**or 40 hours in one work week, or twice their regular rate of pay for any hours worked in excess of 12 hours in one day or eight hours on the seventh consecutive day of work. However, teachers, school administrators, and other employees in positions established by the Board as executive, administrative, or professional shall be exempt from overtime rules. (Education Code 45128, 45130; 29 USC 213; 29 CFR 541.0-541.710, 553.27, 553.32)

When authorized in a collective bargaining agreement or other agreement between the district and employees, an employee may take compensatory time off in lieu of overtime compensation, provided the employee has not accrued compensatory time in excess of the limits specified in 29 USC 207. An employee who has requested the use of compensatory time shall be allowed to use such time within 12 calendar months after making the request if the use of the compensatory time does not unduly disrupt district operations. (Education Code 45129; 29 USC 207; 29 CFR 553.20-553.25)

For each nonexempt employee, the Superintendent or designee shall maintain records on the employee's wages, hours, and other information specified in 29 CFR 516.5-516.6.

Wage Overpayment

If the district determines an employee has been overpaid, the district shall notify the employee in writing of the overpayment, afford the employee an opportunity to respond before commencing any recoupment actions, and inform the employee of the employee's rights to dispute the existence or amount of the claimed overpayment. If the employee agrees there was an overpayment in the claimed amount, reimbursement shall be made to the district through one of

the methods described in Education Code 44042.5 as mutually agreed upon by the employee and the district. (Education Code 44042.5)

If a mutual agreement on a method of reimbursement is not reached, within 30 days of the employee verifying the overpayment amount, the district shall recoup the overpayment through payroll deductions in accordance with Education Code 44042.5.

If the employee does not respond or disputes the existence or amount of the district's claimed overpayment, the district shall, with board approval, initiate a legal action to recover the overpayment. (Education Code 44042.5)

If the employee separates from the district before the overpayment is fully repaid, the district shall withhold the remaining balance due from any money owed to the employee upon separation, provided that the state minimum wage is still paid to the employee as required by Education Code 44042.5. The Superintendent or designee may consult with legal counsel to calculate the amount to withhold.

If an outstanding overpayment balance still remains, the district shall, with Board approval, exercise any legal means to recover the remaining amount owed by the employee. (Education Code 44042.5)

Legal action to recover any overpayment under this policy shall be initiated within three years from the date of the overpayment, which for leave credits is the date that the employee receives compensation in exchange for leave erroneously credited to the employee. (Education Code 44042.5)

Policy 4257: Employee Safety

Status: DRAFT

Original Adopted Date: 12/11/2008 | **Last Revised Date:** 10/14/2021 | **Last Reviewed Date:** TBD

The Governing Board is committed to maximizing employee safety and believes that workplace safety is the responsibility of every employee. 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 Superintendent or designee shall promote safety and correct any unsafe work practices through education and enforcement.

All employees are expected to use safe work practices and, to the extent possible, correct any unsafe conditions ~~which~~ **that** may occur. If an employee is unable to correct an unsafe condition, the employee shall immediately report the problem to the Superintendent or designee.

The Superintendent or designee shall establish and implement a written injury and illness prevention program, **that includes a workplace violence prevention plan** and **that** provide**s** employees with access to such program, in accordance with law. (Labor Code 6401.7; 8 CCR 3203)

The Superintendent or designee shall make first aid materials readily available at district workplaces and shall make effective provisions 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. Making a report or complaint
2. Instituting proceedings or causing proceedings to be instituted
3. Testifying with regard to employee safety or health
4. Participating in any occupational health and safety committee established pursuant to Labor Code 6401.7
5. Requesting access to injury or illness reports and records
6. Exercising any other right protected by the Occupational Safety and Health Act

Policy 4311: Recruitment And Selection

Status: DRAFT

Original Adopted Date: 12/11/2008 | **Last Revised Date:** 06/07/2018 | **Last Reviewed Date:** TBD

The Governing Board is committed to employing suitable, qualified individuals to effectively carry out the district's vision, mission, and goals**, and believes that students benefit when district staff reflects the racial, ethnic, linguistic, and cultural diversity of the district.**

The Superintendent or designee shall develop equitable, fair, and transparent recruitment and selection processes and procedures ~~which~~ **that** ensure ~~that employees~~ **individuals** are selected **for employment in the district** based on demonstrated knowledge, skills, and competence and not on any bias, personal preference, or unlawful discrimination.

Additionally, the Superintendent or designee shall, through the recruitment and selection processes and procedures, seek to establish and maintain a diverse staff, including the active recruitment from institutions and organizations that serve populations underrepresented among district employees.

When a vacancy occurs, the Superintendent or designee shall review**, as appropriate,** the job description for the position to ensure that it accurately describes the major functions and duties of the position. ~~He/she~~ **The Superintendent or designee** shall also disseminate job announcements to ensure a wide range of candidates.

When posting an employment opportunity, the Superintendent or designee shall include the pay scale for the open position. (Labor Code 432.2)

~~The district's selection procedures shall include screening processes, interviews, observations, and recommendations from previous employers.~~ **The Superintendent shall develop** and ~~observations when~~ **maintain** appropriate~~, as necessary~~ **hiring procedures** to identify the best possible ~~candidate~~ **candidates** for a position.

~~The Superintendent or designee may establish~~ **In doing so,** an interview committee **may be established** to rank candidates and recommend finalists. During job interviews, applicants may be asked to describe or demonstrate how they will be able to perform the duties of the job. All discussions and recommendations shall be confidential ~~in accordance~~ **and consistent** with law.

No inquiry shall be made ~~with regard to any category of discrimination~~ **about any information** prohibited by state or federal **nondiscrimination** law**s**.

Unless otherwise provided for in law, the district may not discriminate against a person in hiring based on the person's use of cannabis off the job and away from the workplace, including that the district may not request information from an applicant related to the applicant's prior use of cannabis, apart from the applicant's criminal history, or penalize an applicant based on a drug screening which finds that the applicant has nonpsychoactive cannabis metabolites in the applicant's hair, blood, urine, or other bodily fluid. (Government Code 12954)

However, the district retains the right to maintain drug-free schools or prohibit employees from possessing, being impaired by, or using cannabis while on the job. (Government Code 12954)

The Superintendent or designee shall not inquire, orally or in writing, ~~in regard to~~ **about** an applicant's salary history information, including compensation and benefits. ~~He/she~~ **Additionally, the Superintendent or designee** shall ~~also~~ not rely on salary history information as a factor in determining whether to offer employment to an applicant or the salary to offer. However, the Superintendent or designee may consider salary information that is disclosable under state or federal law or that the applicant discloses voluntarily and without prompting. ~~Upon request, the Superintendent or designee shall provide the applicant the pay scale for the position to which he/she is applying.~~ (Labor Code 432.3)

For each position, the Superintendent or designee shall present to the Board one candidate who meets all qualifications established by law and the Board for the position. No person shall be employed by the Board without the recommendation or endorsement of the Superintendent or designee.

Incentives

With Board approval and in accordance with district needs **and any applicable collective bargaining agreements**, the district may provide incentives to recruit teachers, administrators, or other employees, such as signing bonuses, assistance with beginning teacher induction and/or credential costs, mentoring, additional compensation, and/or subsidized housing.

Policy 4319.1: Civil And Legal Rights **Status:** DRAFT

Original Adopted Date: 12/11/2008 **| Last Revised Date:** 10/11/2012 **| Last Reviewed Date:** TBD

The Governing Board believes that the personal life of an employee is not an appropriate concern of the district, except as it may directly relate to the ~~employee's~~ performance of ~~his/her~~ **the employee** duties.

~~An employee's personal beliefs and activities, including religious, political, cultural, social, or other beliefs or activities, or lack thereof, shall not be grounds for disciplinary action against the employee, provided that the beliefs or activities do not violate law, Board policy, or administrative regulation.~~

District employees may engage in private, personal activities, including the exercise of their religious, political, cultural, social, or other beliefs or activities, during personal time including when employees are not on duty or engaged in the supervision or instruction of students.

The district shall make no inquiry concerning the personal values, attitudes, and beliefs of district employees or their sexual orientation or political or religious affiliations, beliefs, or opinions except when authorized by law. In addition, no district employee shall be required to provide critical appraisals of other individuals with whom the employee has a familial relationship. However, the district reserves the right to access any publicly available information about any employee.

No employee shall be **dismissed, suspended,** disciplined**, reassigned, transferred,** or **otherwise** retaliated against solely for acting to protect a student engaged in conduct authorized under Education Code 48907 or 48950.

~~A teacher shall have the right to refuse to submit to any evaluation or survey conducted by the district concerning personal values, attitudes, and beliefs; sexual orientation; political affiliations or opinions; critical appraisals of other individuals with whom the teacher has a family relationship; or religious affiliations or beliefs. (Education Code 49091.24)~~

Employees do not have a reasonable expectation of privacy with regards to district property under an employee's control including, but not limited to, desks, classrooms, offices, file cabinets, computers, or phones. As necessary to protect the health, welfare, or safety of students and staff, school officials may search such items in order to uncover evidence that the employee is violating the law, Board policy, administrative regulation, or other rules of the district or school.

When necessary to protect the health, welfare, or safety of students and staff, school officials may search district property under an employee's control.

Whistleblower Protection

An employee shall have the right to disclose to a Board member, a school administrator, a member of the County Board of Education, **the** County Superintendent of Schools, or the Superintendent of Public Instruction any improper governmental activity by the district or a district employee that violates state or federal law, is economically wasteful, or involves gross misconduct, incompetency, or inefficiency. When the employee has reasonable cause to believe that the information discloses a violation of state or federal statute or a violation or noncompliance with a state or federal rule or regulation, ~~he/she~~ **the employee** has the right to disclose such information to a government or law enforcement agency or to refuse to participate in any such activity. (Education Code 44112, 44113; Labor Code 1102.5)

The Superintendent or designee shall prominently display in lettering larger than size 14 point type a list of employees' rights and responsibilities under the whistleblower laws, including the telephone number of the whistleblower hotline maintained by the office of the California Attorney General. (Labor Code 1102**.7, 1102**.8)

No employee shall use or attempt to use ~~his/her~~ official authority **status** or influence to intimidate, threaten, coerce, or command**, or attempt to intimidate, threaten, coerce, or command,** another employee for the purpose of interfering with that employee's right to disclose improper governmental activity. (Education Code 44113)

An employee who has disclosed improper governmental activity and believes that ~~he/she has subsequently been subjected to~~ acts or attempted acts of reprisal **have subsequently occurred** shall file a written complaint in accordance with the district's complaint procedures. After filing a complaint with the district, the employee may also file a copy of the complaint with local law enforcement and/or seek civil law remedies against the supervisor or administrator who retaliated or attempted to retaliate against ~~him/her~~ **the employee**, in accordance with Education Code 44114.

Protection Against Liability

No employee shall be liable for harm caused by ~~his/her~~ **the employee's** act or omission when ~~he/she is~~ acting within the scope of employment or district responsibilities~~; when,~~ the employee's act or omission is in conformity with federal**,** ~~or~~ state ~~law~~, **and local laws,** district policy, or administrative regulation~~; or when~~ **and** the employee's act or omission is in furtherance of an effort to control, discipline, expel, or suspend a student or to maintain order or control in the classroom or school. **(20 USC 7946)**

The protection against liability shall not apply when: (20 USC ~~6736~~ **7946**)

1. The employee acted with willful or criminal misconduct, gross negligence, recklessness, or a conscious, flagrant indifference to the harmed person's right to safety.
2. The employee caused harm by operating a motor vehicle or other vehicle requiring license or insurance.
3. The employee was not properly licensed, if required, by state law for such activities.
4. The employee was found by a court to have violated a federal or state civil rights law.
5. The employee was under the influence of alcohol or any drug at the time of the misconduct.
6. The misconduct constituted a crime of violence pursuant to 18 USC 16 or an act of terrorism for which the employee has been convicted in a court.
7. The misconduct involved a sexual offense for which the employee has been convicted in a court.
8. The misconduct occurred during background investigations, or other actions involved in the employee's hiring.

Policy 4340: Bargaining Units

Status: DRAFT

Original Adopted Date: 12/11/2008 | **Last Revised Date:** 02/11/2021 | **Last Reviewed Date:** TBD

The Governing Board recognizes the right of district employees to form a bargaining unit~~,~~ **and to** select an employee organization as the~~ir~~ exclusive representative~~, and be represented by that organization~~ **for the employees** in the~~ir~~ **employees'** employment relationship with the district. The Board is committed to negotiating in good faith with ~~recognized employee organizations~~ **the exclusive representative** 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)

Employees shall not be prohibited from wearing union buttons**, insignia,** or other ~~items~~ **pictorial or written messages** that favor or oppose the formation of a bargaining unit or any matter that is the subject of negotiations.

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)~~

A bargaining unit of certificated or classified supervisory employees may only be recognized if~~: 1. The~~ the bargaining unit includes all **certificated or classified** supervisory employees**, respectively,**~~. 2. The supervisors are~~ **and is** not represented by the same **employee** organization that represents **district** employees who~~m~~ **are supervised by** the supervisory employees. **(Government Code 3545)**

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, **or** discipline~~,~~ **other employees, or the responsibility to** assign work **to**, direct, **or** adjust grievance of other employees, or effectively recommend that action**,**~~. The~~ **when the** exercise of ~~this~~ **that** authority ~~shall~~ **is** not ~~be~~ **a** merely routine or clerical ~~in~~ nature, but ~~shall~~ require**s** 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. **In the employment relationship with the district,** ~~Such~~ employees **who serve in a management, senior management, or confidential position** may represent themselves ~~individually. For purposes other than negotiations and bargaining, such employees may~~ **or** be represented by an employee organization whose membership is composed entirely of employees designated as holding those positions. **However, an employee organization representing management, senior management, or confidential employees shall not be permitted to meet and negotiate with the district on behalf of the employees**. ~~For this purpose:~~ (**Education Code 45100.5,** Government Code 3543.4)

~~1.~~ *Management employee* means ~~any~~ **an** employee ~~who has~~ **in a position having** significant responsibilities for formulating district policies or administering district programs~~, and whose position is designated as a management position by the Board~~. **(Government Code 3540.1)**

~~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. **(Government Code 3540.1)**

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**, 3551.5**)

District Communications to Employees

The Superintendent or designee may communicate with district employees regarding their rights ~~under the law~~ to join and/or support or to refrain from joining or supporting an officially recognized employee organization. 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~~ The district may disseminate written documents, recorded messages, or other mass communication to actual or perspective employees represented by an exclusive representative concerning ~~employees'~~ their right**s** to join and/or support~~, an employee organization~~ or to refrain from joining and/or supporting an employee organization~~, such as a written document or script for oral or recorded presentation or message,~~ only after the Superintendent or designee ~~shall~~ meet**s** and confer**s** with the ~~employees'~~ exclusive representative ~~regarding~~ concerning the content of the mass communication. If the district and exclusive representative do not come to agreement on the content of the mass communication and the district still chooses to disseminate it, 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~~ shall request that the exclusive representative provide a communication of reasonable length to the district that shall be disseminated to the employees at the same time as the district's own mass communication. (Government Code 3556)

Access to New Employee Orientations

The district shall permit ~~employee organizations~~ each exclusive representative access to new employee orientation~~s~~ or onboarding process where newly hired employees represented by the exclusive representative 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~~ the exclusive representative at least 10 days' notice in advance of an orientation~~. However, in any specific instance where an unforeseeable,~~ except that a shorter notice may be provided where there is an urgent need critical to the district's operation ~~prevents the required 10 days' notice, a shorter notice may be provided~~ that was not reasonably foreseeable. (Government Code 3555.5, 3556)

Following a request to negotiate by either party, ~~The~~ the structure, time, and manner of 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 structure, time, and manner of access to the new employee orientation shall be subject to compulsory interest arbitration. The district and ~~employee organization~~ the exclusive representative 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 arbitrator's decision ~~of the arbitrator~~ shall be issued within 10 days and shall be final and binding on the parties. (Government Code 3556, 3557)

The date, time, and place of a new employee 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)

Until June 30, 2025, unless the district and the exclusive representative have agreed otherwise, when the district has not conducted an in-person orientation within 30 days of hiring a new employee, the Superintendent or designee shall permit the exclusive representative to schedule an in-person meeting during employment hours at the new employee's worksite, during which the new employee shall have the opportunity to attend and shall be relieved of other duties for the purpose of attending the meeting. The district shall provide appropriate space at the worksite within seven calendar days of receiving a request from the exclusive representative. (Government Code 3556, 3557)

During this meeting, the exclusive representative shall be permitted to communicate directly with the new employees for up to 30 minutes of paid time. (Government Code 3556)

Access to Employee Contact Information

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)~~ **of all employees represented by the exclusive representative** on file with the district~~, and home address of any newly hired~~. **An employee's personal email address shall only be disclosed if it is used by the** employee ~~in the bargaining unit, within 30 days of hire or by the first pay period of the month following hire~~ **to conduct district business.**

Such information shall be provided within 30 days of hire or by the first pay period of the month following hire for all new employees represented by the exclusive representative, unless the exclusive representative has agreed to a different interval for the provision of the information.

~~In addition~~ **Additionally**, the Superintendent or designee shall provide the exclusive representative **with** the same information ~~in regard to~~ **for** all employees ~~in the bargaining unit to an~~ **represented by the** exclusive representative ~~at least~~ every 120 days, unless more frequent ~~or detailed lists are~~ **disclosure is** required by agreement with the exclusive representative. (Government Code 3558, ~~6254.3~~ **7928.300)**

However, the Superintendent or designee shall not disclose**: (Government Code 3558, 6205-6210, 6215, 6216, 7928.300)**

1. ~~the~~ **The** home address and any phone numbers on file for employees performing law enforcement-related functions~~,~~

2. ~~nor disclose the~~ **The** home address, home **telephone** 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.~~ **6205-6210 and 6215-16**

3. ~~Following receipt of a written request, the district shall remove the~~ **The** employee's home address, home **telephone** and personal cell phone numbers, and personal email address **of an employee not performing law enforcement related functions if the employee has submitted a written request to the district to keep such information private. In such instances, the Superintendent or designee shall also remove the employee's home address, home telephone number, and personal cell phone numbers** 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)~~

Within 20 calendar days after an exclusive representative notifies the Superintendent or designee that a list of employees provided by the district is inaccurate or incomplete, the Superintendent or designee shall take steps to correct the list and provide a new list of employees to the exclusive representative. (Government Code 3558)

The Superintendent or designee shall review the list of contact information for district employees at the beginning of each school year, or more often as appropriate.

Communications with Employees by Employee Organizations

Subject to reasonable regulation by the district, employee ~~Employee~~ organizations ~~may~~ **shall** have access at reasonable times ~~to areas in which employees work and may use district facilities at reasonable times for the purpose of meetings~~ **to the work areas of employees represented by the employee organization and to district facilities for the purpose of meeting with employees represented by the employee organization. Access may be limited in instances where it would be disruptive to district operations. (Government Code 3543.1)**

Additionally, ~~Subject~~ **subject** to reasonable regulation **by the district**, employee organizations ~~may also~~ **shall have the ability to** use institutional bulletin boards, mailboxes, and other means of communication to communicate with employees **represented by the employee organization**. (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

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~~ **that** 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~~ **When an** employee organization ~~that certifies~~ **has certified to the district** 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~~ **the** employees **to whom they apply and shall not handle or process employee written authorizations for the employees represented by such employee organization**. ~~The employee organization~~ **The district also** shall not be required ~~to submit to the district~~ a copy of the written authorization ~~in order for the payroll deductions to be effective~~ **to be submitted by the employee organization.** ~~However,~~ **except** 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 **that represents the employee** 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)

When an employee organization has declined to certify that it will handle and process written authorizations from employee(s) represented by the employee organization and makes a request for payroll deductions, the district shall request a copy of the written authorization for an employee before making the payroll deductions for that employee. (Education Code 45060, 45168)

Policy 4351: Employee Compensation **Status:** DRAFT

Original Adopted Date: 12/11/2008 **| Last Revised Date:** 10/14/2021 **| Last Reviewed Date:** TBD

In order to recruit and retain employees committed to the district's goals for student learning, the Governing Board recognizes the importance of offering a competitive compensation package which includes salaries and health and welfare benefits.

The Board shall adopt separate salary schedules for certificated, classified, and supervisory and administrative personnel. These schedules shall comply with law and collective bargaining agreements and shall be printed and made available for review at the district office. (Education Code 45022, 45023, 45160, 45162, 45268)

Each certificated employee, except an employee in an administrative or supervisory position, shall be classified on the salary schedule on the basis of uniform allowance for education level and years of experience, unless the Board and employee organization negotiate and mutually agree to a salary schedule based on different criteria. Certificated employees shall not be placed in different classifications on the schedule, nor paid different salaries, solely on the basis of the grade levels at which they teach. (Education Code 45028)

Salary schedules for staff who are not a part of a bargaining unit shall be determined by the Board at the recommendation of the Superintendent or designee.

The Board shall determine the frequency and schedule of salary payments, including whether payments for employees who work less than 12 months per year will be made over the course of the school year or in equal installments over the calendar year. (Education Code 45038, 45039, 45048, 45165)

In extraordinary circumstances or emergency situations, the Board may determine to continue to compensate employees during periods of extended closure or disruption of normal district operations when permitted by law and consistent with collective bargaining agreements and memoranda of understanding.

The Superintendent or designee shall post a notice explaining the Fair Labor Standards Act's wage and hour provisions in a conspicuous place at each work site. (29 CFR 516.4)

Overtime Compensation

District employees shall be paid an overtime rate of not less than one and one-half times their regular rate of pay for any hours worked in excess of eight hours in one day **and/**or 40 hours in one work week, or twice their regular rate of pay for any hours worked in excess of 12 hours in one day or eight hours on the seventh consecutive day of work. However, teachers, school administrators, and other employees in positions established by the Board as executive, administrative, or professional shall be exempt from overtime rules. (Education Code 45128, 45130; 29 USC 213; 29 CFR 541.0-541.710, 553.27, 553.32)

When authorized in a collective bargaining agreement or other agreement between the district and employees, an employee may take compensatory time off in lieu of overtime compensation, provided the employee has not accrued compensatory time in excess of the limits specified in 29 USC 207. An employee who has requested the use of compensatory time shall be allowed to use such time within 12 calendar months after making the request if the use of the compensatory time does not unduly disrupt district operations. (Education Code 45129; 29 USC 207; 29 CFR 553.20-553.25)

For each nonexempt employee, the Superintendent or designee shall maintain records on the employee's wages, hours, and other information specified in 29 CFR 516.5-516.6.

Wage Overpayment

If the district determines an employee has been overpaid, the district shall notify the employee in writing of the overpayment, afford the employee an opportunity to respond before commencing any recoupment actions, and inform the employee of the employee's rights to dispute the existence or amount of the claimed overpayment. If the employee agrees there was an overpayment in the claimed amount, reimbursement shall be made to the district through one of

the methods described in Education Code 44042.5 as mutually agreed upon by the employee and the district. (Education Code 44042.5)

If a mutual agreement on a method of reimbursement is not reached, within 30 days of the employee verifying the overpayment amount, the district shall recoup the overpayment through payroll deductions in accordance with Education Code 44042.5.

If the employee does not respond or disputes the existence or amount of the district's claimed overpayment, the district shall, with board approval, initiate a legal action to recover the overpayment. (Education Code 44042.5)

If the employee separates from the district before the overpayment is fully repaid, the district shall withhold the remaining balance due from any money owed to the employee upon separation, provided that the state minimum wage is still paid to the employee as required by Education Code 44042.5. The Superintendent or designee may consult with legal counsel to calculate the amount to withhold.

If an outstanding overpayment balance still remains, the district shall, with Board approval, exercise any legal means to recover the remaining amount owed by the employee. (Education Code 44042.5)

Legal action to recover any overpayment under this policy shall be initiated within three years from the date of the overpayment, which for leave credits is the date that the employee receives compensation in exchange for leave erroneously credited to the employee. (Education Code 44042.5)

Policy 4357: Employee Safety

Status: DRAFT

Original Adopted Date: 12/11/2008 | **Last Revised Date:** 10/14/2021 | **Last Reviewed Date:** TBD

The Governing Board is committed to maximizing employee safety and believes that workplace safety is the responsibility of every employee. 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 Superintendent or designee shall promote safety and correct any unsafe work practices through education and enforcement.

All employees are expected to use safe work practices and, to the extent possible, correct any unsafe conditions ~~which~~ **that** may occur. If an employee is unable to correct an unsafe condition, the employee shall immediately report the problem to the Superintendent or designee.

The Superintendent or designee shall establish and implement a written injury and illness prevention program, **that includes a workplace violence prevention plan** and **that** provide**s** employees with access to such program, in accordance with law. (Labor Code 6401.7; 8 CCR 3203)

The Superintendent or designee shall make first aid materials readily available at district workplaces and shall make effective provisions 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. Making a report or complaint
2. Instituting proceedings or causing proceedings to be instituted
3. Testifying with regard to employee safety or health
4. Participating in any occupational health and safety committee established pursuant to Labor Code 6401.7
5. Requesting access to injury or illness reports and records
6. Exercising any other right protected by the Occupational Safety and Health Act

Policy 5125: Student Records **Status:** DRAFT

Original Adopted Date: 06/25/2009 | **Last Revised Date:** 06/21/2018 | **Last Reviewed Date:** TBD

If student records containing covered information which is not subject to the California Consumer Privacy Act are under the control of the operator of a website, online service or application, or mobile application, and the student's parent/guardian or the student, if 18 years of age or older, requests deletion of such records, the Superintendent or designee shall provide documentation to the operator that the student has not been enrolled in the district for at least 60 days. (Business and Professions Code 22584)-

All appropriate personnel shall receive training regarding district policies and procedures for gathering and handling sensitive student information, including which information should not be solicited.

The district shall not collect or solicit social security numbers or the last four digits of social security numbers of students or their parents/guardians, unless otherwise required to do so by state or federal law. (Education Code 49076.7)

No information or documents regarding the citizenship or immigration status of students or their family members shall be collected, except as required by state or federal law or as required to administer a state or federally supported educational program. ~~The~~ In accordance with Board Policy 5145.13 – Response to Immigrant Enforcement, the Superintendent or designee shall not disclose student records to a person, agency, or organization for immigration enforcement purposes without parental consent, a court order, or a judicial subpoena/warrant. If a district employee receives such a request, ~~he/she~~ the employee shall ~~immediately report the request~~ respond in accordance with Board Policy 5145.13 – Response to Immigrant Enforcement ~~to the Superintendent~~. The Superintendent shall report the request to the Board in a timely manner that ensures the confidentiality and privacy of any potentially identifying information. (Education Code 234.7)

~~The Superintendent or designee~~ The district or any district employee shall not compile a list, registry, or database based on students' national origin, ethnicity, or religious belief, practice, or affiliation, ~~nor shall he/she~~ or disclose student information to federal government authorities for the purpose of compiling such a list, registry, or database for purposes of immigration enforcement. ~~Such~~ This prohibition does not apply to information ~~may only be compiled or exchanged with other local, state, or federal agencies if the information~~ that is aggregated and is not personally identifiable. (Government Code 8310.3)

The Superintendent or designee shall develop protocols to comply with a court's restraining order that prohibits a party from accessing specified records and information pertaining to a student. (Family Code 6323.5)

Student Records from Social Media

The Superintendent or designee may gather and maintain information from the social media of any district student, provided that the district first notifies students and parents/guardians about the proposed program, offers an opportunity for public comment at a regularly scheduled Board meeting, and gathers only information that directly pertains to school safety or student safety. (Education Code 49073.6)

~~Contract for Digital Storage, Management and Retrieval~~ Retention, Disclosure, and Security of Student Records

The Superintendent or designee shall ensure the confidentiality of student records as required by law and shall establish processes and procedures to safeguard data against damage, loss, or theft, including damage, loss, or theft, which may be caused by the use of technology, including artificial intelligence and breaches to the district's digital infrastructure, in the retention or disclosure of student records. Additionally, in accordance with Board Policy 5145.13 – Response to Immigration Enforcement, all district staff shall not disclose information that may indicate a student's or family's citizenship or immigration status if the disclosure is not authorized by law.

The Superintendent or designee shall ensure that employees receive information and training about cybersecurity, including ways to protect student records from breaches to the district's digital infrastructure.

If the district experiences a cyberattack that impacts more than 500 students or personnel, the Superintendent or designee shall report the cyberattack to the California Cybersecurity Integration Center. (Education Code 35266)

The Superintendent or designee may enter into a contract with a third party for the digital storage, management, and retrieval of student records and/or to authorize a third party provider of digital software to access, store, and use student records, provided that the contract meets the requirements of Education Code 49073.1 and other applicable state and federal laws.

Policy 5145.13: Response To Immigration Enforcement

Status: DRAFT

Original Adopted Date: 06/21/2018 | **Last Revised Date:** TBD | **Last Reviewed Date:** TBD

The Governing Board is committed to the success of all students and believes that every school site should be a safe and welcoming place for all students and their families irrespective of their citizenship or immigration status.

District staff shall not solicit or collect information or documents**, and shall not seek or require information or documents to the exclusion of other permissible information or documents,** regarding the citizenship or immigration status of ~~students~~ **a student** or ~~their~~ **the student's** family members ~~or provide assistance with immigration enforcement at district schools, except as may be required by~~ state and federal law. (Education Code 234.7)

District staff shall not provide assistance with immigration enforcement at district schools, except as may be required by state and federal law.

In accordance with law, Board Policy 0410 - Nondiscrimination in District Programs and Activities, and Board Policy 5145.3 - Nondiscrimination/Harassment, no ~~No~~ student shall be denied equal rights and opportunities**,** nor be subjected to unlawful discrimination, harassment, intimidation, or bullying in the district's programs and activities on the basis of ~~his/her immigration status.~~ **the student's or family's immigration status or for the refusal to provide information related to the student's or family's immigration status.** (Education Code 200, 220, 234.1)

Resources and data collected by the district shall not be used, directly or by others, to compile a list, registry, or database of individuals based on national origin, immigration status, religion, or other category of individual characteristics protected against unlawful discrimination. (Government Code 8310.3)

The Superintendent or designee shall notify parents/guardians regarding their children's right to a free public education regardless of immigration status or religious beliefs and their rights related to immigration enforcement. (Education Code 234.7)

~~Consistent with requirements of the California Office of the Attorney General, the~~**The** Superintendent or designee shall develop procedures for addressing any **immigration-related** requests by a law enforcement officer for access to district records, school sites, or students ~~for the purpose of immigration enforcement~~.

~~Teachers, school administrators, and other school staff shall receive~~ **The Superintendent or designee may provide** training **to staff** regarding immigration issues, including information on responding to a request from ~~an immigration~~ **a law enforcement** officer to visit a school site or to have access to a student.

The Superintendent or designee shall report to the Board in a timely manner any requests for information or access to a school site by ~~an officer or employee of~~ a law enforcement ~~agency~~ **officer** for the purpose of enforcing the immigration laws. Such notification shall be provided in a manner that ensures the confidentiality and privacy of any potentially identifying information. (Education Code 234.7)

Policy 6170.1: Transitional Kindergarten

Status: DRAFT

Original Adopted Date: 12/11/2008 | **Last Revised Date:** 11/10/2022 | **Last Reviewed Date:** TBD

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 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.

Eligibility

The district's TK program shall admit children as follows: (Education Code 48000):

~~1. For the 2021-22 school year, children whose fifth birthday is between September 2 through December 2~~

~~2. For the 2022-23 school year, children whose fifth birthday is between September 2 and February 2~~

~~3.~~**1.** ~~For the 2023-24 school year, children whose fifth birthday is between September 2 and April 2~~

~~4.~~**1.** For the 2024-25 school year, children whose fifth birthday is between September 2 and June 2

~~5.~~**2.** For the 2025-26 school year, and in each school year thereafter, children who turn four by September 1

A child's eligibility for TK enrollment shall not impact family eligibility for a preschool or child care program. ~~(Education Code 48000).~~ **, including, but not limited to, a Head Start program, a child care center serving children through an alternative payment program, a general child care and development program, a California State Preschool Program (CSPP), a migrant child care and development program, child care and development services for children with special needs, or a program serving children through a CalWORKs Stage 1, Stage 2, or Stage 3 program. (Education Code 48000)**

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.

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 upon request of a child's parents/guardians, if the Superintendent or designee, determines that it is in the child's best interest.

~~At any time during the school year, the district may admit into the TK program a child whose fifth birthday is after the date specified for admittance for the applicable year as described above, 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)

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.

Students in TK are not required to be assessed in English listening and speaking for purposes of initial identification as an English learner. However the district shall conduct the Home Language Survey during enrollment to identify whether the primary or native language of a student is other than English.

The Board shall establish the length of the school day in the district's TK program, which shall be at least three hours but no more than four hours long**, including recess but excluding noon intermission,** except for TK students enrolled in expanded learning opportunity programs provided by the district pursuant to Education Code 46120. 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 either at the same or different school sites. 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)

The Superintendent or designee shall ~~develop a plan~~ **collaborate with parents/guardians and relevant community groups, in accordance with the plan developed** for how all children in the attendance area of the district will have access to full-day learning programs the year before kindergarten that meet the needs of parents/guardians, including through partnerships with the district's expanded learning ~~offerings~~ **opportunities**, the After School Education and Safety Program, ~~the California State Preschool Program (~~CSPP~~),~~, Head Start programs, and other community-based early learning and care programs. ~~The Superintendent or designee shall present such plan for consideration by the Board at a public meeting on or before June 30, 2022. (Education Code 8281.5)~~

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 commingled in the same classroom with four-year-old students from a CSPP program as long as the commingled program meets all of the requirements of each program as well as the following requirements: (Education Code 8207, 48000):

1. The classroom does not include students enrolled in TK for a second year or students enrolled in a regular kindergarten

2. An ~~early childhood environment rating scale, as specified in 5 CCR 18281, is~~ **observation using the Classroom Assessment Scoring System (CLASS) tool and CLASS Environmental tool are** completed for the classroom

3. All children enrolled for 10 or more hours per week are evaluated using the Desired Results Developmental Profile, as specified in 5 CCR 18272

4. The classroom is taught by a teacher that holds a credential issued by the Commission on Teacher Credentialing **(CTC)** in accordance with Education Code 44065 and 44256

5. The classroom is in compliance with the adult-child ratio specified in Education Code 8241

6. Contractors of the district report the services, revenues, and expenditures for children in the preschool program in accordance with 5 CCR 18068 except for contractors of the TK program

The district shall maintain an average TK class enrollment of not more than 24 students for each school site**., not including students who are continuously enrolled in and meet the minimum day requirement for independent study for more than 14 school days in a school year.** (Education Code 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, ~~2023~~ **2025**, have at least 24 units in early childhood education and/or child development, comparable professional experience in a preschool setting, and/or a child development teacher permit **or an early childhood specialist credential** 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, including, but not limited to, developing competencies in serving inclusive classrooms and dual language learners.

The district shall~~, commencing with the 2022-23 school year,~~ maintain an average of at least one adult for every 12 students for TK classrooms and, contingent upon an appropriation of funding, maintain an average of at least one adult for every 10 students commencing with the ~~2023-~~ ~~24~~ **2025-26** school year. (Education Code 48000)

Continuation to Kindergarten

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.

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 **kindergarten or** 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. The Superintendent or designee shall monitor and regularly report to the Board regarding program implementation, the progress of students in meeting related academic standards, and student preparedness for future education.

Bylaw 9323.2: Actions By The Board **Status:** DRAFT

Original Adopted Date: 12/11/2008 **| Last Revised Date:** 01/16/2020 **| Last Reviewed Date:** TBD

The Governing Board shall act by a majority vote of all of the membership constituting the Board, unless otherwise required by law. (Education Code 35164**, 35165**)

An "action" by the Board means: (Government Code 54952.6)

1. A collective decision by a majority of the Board members
2. A collective commitment or promise by a majority of the Board members to make a positive or negative decision
3. A vote by a majority of the Board members when sitting as the Board upon a motion, proposal, resolution, order, or ordinance

The Board shall not take action by secret ballot, whether preliminary or final. (Government Code 54953)

Actions taken by the Board in open session shall be recorded in the Board minutes. (Education Code 35145)

Action on Non-Agenda Items

~~After publicly identifying the item, the~~**The** Board may take action on a subject not appearing on the posted meeting agenda ~~under~~ **only after publicly identifying the item and if** any **one** of the following conditions **are met**: (Government Code 54954.2)

1. When a majority of the Board determines that an emergency situation exists, as defined for emergency meetings pursuant to Government Code 54956.5
2. When two-thirds of the members present, or if less than two-thirds of the members are present then by a unanimous vote of all members present, determine that the need to take immediate action came to the district's attention after the agenda was posted
3. When an item appeared on the agenda of, and was continued from, a meeting that occurred not more than five days earlier
4. **Until December 31, 2025, when a Board member requests to participate by teleconference due to emergency circumstances pursuant to Government Code 54953 so long as the timing of the request did not allow for sufficient time to place it on the agenda**

Challenging Board Actions

~~The~~ **Before seeking to file a civil action to stop or prevent a Brown Act violation or to invalidate a prior action taken by the Board, the district attorney's office or interested person shall first present a demand to "cure and correct" the alleged violation to the district. If the district receives a proper demand from the** district attorney's office or any interested person ~~may file~~ **to "cure and correct"** an ~~action in court for the purpose of:~~ **alleged violation of the Brown Act, the Board shall consult with legal counsel on if and how to respond as provided by law.** (Government Code 54960, ~~-~~54960.~~2~~)

~~1. Stopping or preventing the Board's violation or threatened violation of the Brown Act~~

~~2. Determining the applicability of the Brown Act to ongoing or future threatened Board actions~~

~~3. Determining the applicability of the Brown Act to a past action of the Board that is not specified in Government Code 54960.1, provided that:~~

a. Within nine months of the alleged violation, a cease and desist letter is submitted to the Board, clearly describing the past Board action and the nature of the alleged violation.

b. The time for the Board to respond has expired and the Board has not provided an unconditional commitment to cease and desist from and not repeat the past action alleged to have violated the Brown Act.

c. The action is brought within the time required by Government Code 54960.2.

4. Determining the validity, under state or federal law, of any Board rule or action which penalizes any of its members or otherwise discourages their expression

5. Compelling the Board to audio record its closed sessions because of a court's finding of the Board's violation of any applicable Government Code provision

The district attorney or any interested person may file an action in court to nullify a Board action which is alleged to be in violation of law regarding any of the following: (Government Code 54960.1)

1. Open meeting and teleconferencing (Government Code 54953)

2. Agenda posting (Government Code 54954.2)

3. Closed session item descriptions (Government Code 54954.5)

4. New or increased tax assessments (Government Code 54954.6)

5. Special meetings (Government Code 54956)

6. Emergency meetings (Government Code 54956.5)

Prior to bringing any action to nullify a Board action, the district attorney or other interested person shall present a demand to "cure and correct" the alleged violation. The demand shall clearly describe the challenged action and the nature of the alleged violation and shall be presented to the Board in writing within 90 days of the date when the action was taken. If the alleged violation concerns action taken in an open session but in violation of Government Code 54954.2 (agenda posting), the written demand must be made within 30 days of the date when the alleged action took place. (Government Code 54960.1)

Within 30 days of receiving the demand, the Board shall do one of the following: (Government Code 54960.1)

1. Cure or correct the challenged action and inform the demanding party in writing of its actions to cure or correct.

2. Determine not to cure or correct the alleged violation and inform the demanding party in writing of its decision to not cure or correct.

3. Take no action. If the Board takes no action within the 30-day period, its inaction shall be

4. considered a decision not to cure or correct the challenged action.
